

<i>SERFF Tracking Number:</i>	<i>GTLI-126099529</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Guardian Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42042</i>
<i>Company Tracking Number:</i>	<i>NGP-1200-AR</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>NGP-1200-AR</i>		
<i>Project Name/Number:</i>	<i>NGP-1200-AR/NGP-1200-AR</i>		

## Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: NGP-1200-AR	SERFF Tr Num: GTLI-126099529	State: ArkansasLH
TOI: H04 Health - Blanket Accident/Sickness	SERFF Status: Closed	State Tr Num: 42042
Sub-TOI: H04.001 Student	Co Tr Num: NGP-1200-AR	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Author: Paul Porcaro	Disposition Date: 04/10/2009
	Date Submitted: 04/02/2009	Disposition Status: Approved-Closed
		Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name: NGP-1200-AR	Status of Filing in Domicile: Authorized
Project Number: NGP-1200-AR	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments: Authorized for use 11-18-08.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Blanket
Filing Status Changed: 04/10/2009	Explanation for Other Group Market Type:
	State Status Changed: 04/10/2009
Deemer Date:	Corresponding Filing Tracking Number:
Filing Description:	

We are submitting the captioned forms on behalf of National Guardian Life Insurance Company for your review and approval. A letter authorizing this filing signed by an officer of National Guardian is attached.

These forms are new and are not intended to replace any previously approved form. The forms will provide blanket accident coverage. The policy will be issued to schools, day care centers, sports camps and similar institutions on a mandatory and voluntary basis.

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Coverage is rated and issued on a school by school basis. Rates will depend on what sports and what coverages each school competes in, and their past claim history. If a particular school plays football and has several knee injuries and another school plays only tennis with no injuries, they would not pay the same premium.

Bracketed material represents variability. Variations will be used to reflect state mandated benefits, elections of optional benefits and changes in coverage offerings. Variability will never be used to reduce benefit levels below statutory requirements. Variations will be used only to revise benefits for all insureds.

We use multiple computer systems to generate forms. Therefore, actual issued forms may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up exactly. The wording and its order, however, will remain identical. We do not anticipate refiling for a font style variation.

The forms are submitted in a matrix/insert format. Distinct paragraph numbers have been assigned to portions of the document in order to facilitate state exceptions and future revisions. These numbers will be visible, for reference, on the forms when issued.

This form was authorized for use by National Guardian Life Insurance Company's home state of Wisconsin effective November 18, 2008.

We respectfully request your favorable review and approval of this filing.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - GTLI02)

Paul Porcaro, Senior Compliance Analyst	pporcaro@gtlic.com
1275 Milwaukee Ave.	(847) 904-5553 [Phone]
Glenview, IL 60025	(847) 699-0093[FAX]

### Filing Company Information

National Guardian Life Insurance Company	CoCode: 66583	State of Domicile: Wisconsin
Two East Gillman Street	Group Code: 1211	Company Type: Life and Health

<i>SERFF Tracking Number:</i>	<i>GTLI-126099529</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>NGP-1200-AR/NGP-1200-AR</i>		

P.O. Box 1191

Madison, WI 53701-1191

(800) 988-0826 ext. [Phone]

Group Name:

FEIN Number: 39-0493780

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State ID Number:

SERFF Tracking Number: GTLI-126099529 State: Arkansas  
Filing Company: National Guardian Life Insurance Company State Tracking Number: 42042  
Company Tracking Number: NGP-1200-AR  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student  
Product Name: NGP-1200-AR  
Project Name/Number: NGP-1200-AR/NGP-1200-AR

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? Yes  
Fee Explanation: 1 policy with app x \$50  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Guardian Life Insurance Company	\$50.00	04/02/2009	26911834

SERFF Tracking Number:	GTLI-126099529	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/10/2009	04/10/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	04/08/2009	04/08/2009	Paul Porcaro	04/10/2009	04/10/2009

<i>SERFF Tracking Number:</i>	<i>GTLI-126099529</i>	<i>State:</i>	<i>Arkansas</i>
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## **Disposition**

Disposition Date: 04/10/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	GTLI-126099529	State:	Arkansas
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Product Name:	NGP-1200-AR		
Project Name/Number:	NGP-1200-AR/NGP-1200-AR		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	National Guardian Authorization	Approved-Closed	Yes
Form (revised)	Group Blanket Accident Policy	Approved-Closed	Yes
Form	Group Blanket Accident Policy	Replaced	Yes
Form (revised)	Application	Approved-Closed	Yes
Form	Application	Replaced	Yes

*SERFF Tracking Number:* GTLI-126099529 *State:* Arkansas  
*Filing Company:* National Guardian Life Insurance Company *State Tracking Number:* 42042  
*Company Tracking Number:* NGP-1200-AR  
*TOI:* H04 Health - Blanket Accident/Sickness *Sub-TOI:* H04.001 Student  
*Product Name:* NGP-1200-AR  
*Project Name/Number:* NGP-1200-AR/NGP-1200-AR

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/08/2009  
Submitted Date 04/08/2009

Respond By Date

Dear Paul Porcaro,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Blanket Accident Policy (Form)

Comment:

With respect to Adopted minors, please refer to the 60-day period under ACA 23-79-137.

Objection 2

- Application (Form)

Comment:

ACA 23-66-503 and Bulletin 7-97 requires that applications for insurance, claim forms, proofs of loss, or any similar documents shall contain a fraud warning substantially similar to the one cited in the statute.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 04/10/2009  
Submitted Date 04/10/2009

Dear Rosalind Minor,

**Comments:**



SERFF Tracking Number: GTLI-126099529 State: Arkansas  
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 Product Name: NGP-1200-AR  
 Project Name/Number: NGP-1200-AR/NGP-1200-AR

Thank you for your quick response.

## Response 1

Comments: We have revised the Adopted Child provision on page 11 to allow the 60 day period as requested.

### Related Objection 1

Applies To:

- Group Blanket Accident Policy (Form)

Comment:

With respect to Adopted minors, please refer to the 60-day period under ACA 23-79-137.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Blanket Accident Policy	NGP-1200-AR		Policy/Contract/Fraternal Certificate	Initial			NGP-1200-AR(2).pdf

### Previous Version

Group Blanket Accident Policy	NGP-1200-AR		Policy/Contract/Fraternal Certificate	Initial			NGP-1200-AR.pdf
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No Rate/Rule Schedule items changed.

## Response 2

Comments: The fraud warning has been added to the application as required.

### Related Objection 1

Applies To:

- Application (Form)

*SERFF Tracking Number:* GTLI-126099529      *State:* Arkansas  
*Filing Company:* National Guardian Life Insurance Company      *State Tracking Number:* 42042  
*Company Tracking Number:* NGP-1200-AR  
*TOI:* H04 Health - Blanket Accident/Sickness      *Sub-TOI:* H04.001 Student  
*Product Name:* NGP-1200-AR  
*Project Name/Number:* NGP-1200-AR/NGP-1200-AR

**Comment:**

ACA 23-66-503 and Bulletin 7-97 requires that applications for insurance, claim forms, proofs of loss, or any similar documents shall contain a fraud warning substantially similar to the one cited in the statute.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Application	NGA-24-02		Application/Enrollment Form	Initial			NGA-24-02-AR.pdf
<b><i>Previous Version</i></b>							
<i>Application</i>	<i>NGA-24-02</i>		<i>Application/Enrollment Form</i>	<i>Initial</i>			<i>NGA-24-02.pdf</i>

No Rate/Rule Schedule items changed.

Again, we respectfully request your favorable consideration and approval of this filing.

Sincerely,  
Paul Porcaro

SERFF Tracking Number: GTLI-126099529 State: Arkansas

Filing Company: National Guardian Life Insurance Company State Tracking Number: 42042

Company Tracking Number: NGP-1200-AR

TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student

Product Name: NGP-1200-AR

Project Name/Number: NGP-1200-AR/NGP-1200-AR

## Form Schedule

**Lead Form Number:** NGP-1200-AR

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	NGP-1200-AR	Policy/Cont Group Blanket ract/Fratern Accident Policy al Certificate	Initial			NGP-1200-AR(2).pdf
Approved-Closed	NGA-24-02	Application/ Application Enrollment Form	Initial			NGA-24-02-AR.pdf



A Mutual Company Incorporated in 1909  
Two East Gilman Street • PO Box 1191  
Madison WI 53701-1191 • Phone 800-988-0826

This Policy is issued to the Policyholder by National Guardian Life Insurance Company on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between the Company and Policyholder.

The Company hereby insures Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

**READ YOUR POLICY CAREFULLY.**

A handwritten signature in black ink, appearing to read "Shirley A. Hingak", written over a horizontal line.

Secretary

A handwritten signature in black ink, appearing to read "J. Hingak", written over a horizontal line.

President

**ONE YEAR NON-RENEWABLE TERM**

**BLANKET ACCIDENT POLICY**

**NON-PARTICIPATING**

AXXCV100

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## DEFINITIONS

**Accident:** An unforeseeable event which results in an Injury.

**[Actively At Work (Active Work):** Means the Insured is performing services [for his/her] employer [for [30] or more hours per week] [of an Eligible Person] [or if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a hospital or rehabilitation or rest facility].

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**[ Brain Death:** An irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain, even though the heart is beating. The condition must be diagnosed and regularly treated by a Doctor. ]

**[ Catastrophic Maximum Benefit Period:** The maximum number of years We will pay the Catastrophic Monthly Benefit. ]

**[ Catastrophic Monthly Benefit:** The monthly benefit We will pay following payment of the Catastrophic Lump Sum Benefit. The Catastrophic Monthly Benefit begins 30 days after payment of the Catastrophic Lump Sum Benefit.]

**[Catastrophic Lump Sum Benefit:** The lump sum benefit We will pay after the [Insured] [Covered Person] has satisfied the Catastrophic Waiting Period. ]

**[ Catastrophic Maximum Amount:** The maximum amount that We will pay under the Catastrophic Cash Benefit, inclusive of the Catastrophic Lump Sum Benefit and any Catastrophic Monthly Benefits. ]

**[ Catastrophic Waiting Period:** The number of consecutive days the [Insured] [Covered Person] has sustained Paralysis, Coma or Brain Death. The Catastrophic Waiting Period begins on the date of diagnosis by a Doctor. The Catastrophic Waiting Period is shown in the Schedule of Benefits. ]

**[ Coma:** A profound state of unconsciousness from which the [Insured] [Covered Person] through powerful stimulation is not likely to be aroused. This condition must be diagnosed and regularly treated by a Doctor. ]

**Company:** National Guardian Life Insurance Company, a mutual company. Also hereinafter referred to as We, Us and Our.

**[ Covered Activity:** Any activity which the Policyholder requires the [Insured] [Covered Person] to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group. ]

**[ Covered Person:** A person:

- Who is eligible for coverage as the Insured [ or as a Dependent ];
- Who has been accepted for coverage [or has been automatically added];
- Who has paid the required premium; and
- Whose coverage has become effective and has not terminated. ]

**Covered Charge:** A service or supply listed in this Policy and which is performed or given for the treatment of an Injury.

**[ Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits under this Policy. The Deductible is shown on the Schedule of Benefits. ]

**[ Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay during the Deductible Period before We pay any benefits under this Policy. The deductible may be satisfied by Other Valid Collectible Insurance or Plan. ]

**[ Deductible Period:** The number of consecutive months during which an [Insured] [Covered Person] must incur Covered Charges to satisfy the Deductible. The Deductible Period begins on the date the [Insured] [Covered Person] incurs the first Covered Charge for an Injury. The Deductible Period is shown on the Schedule of Benefits. ]

**[Dependent:** A person who is the Insured's:

- Legally married spouse, residing with the Insured;
- Child who is dependent upon the Insured for support and maintenance and is under the age of [19];
- Child who is dependent upon the Insured for support and maintenance, is incapable of self-sustaining employment by reason of mental or physical handicap, and is age 19 and over; and
- [ Child who is dependent upon the Insured for support and maintenance, is [19] through [25] years of age and is attending school full-time, as determined by the school the Dependent is attending, including colleges and vocational, technical, vocational-technical or trade schools or institutes. ]

The term child refers to the Insured's unmarried:

- Natural child;
- Stepchild or foster child; A stepchild is a Dependent on the date the Insured married the child's parent.
- Adopted child, including a child placed with the Insured for the purpose of adoption, from the moment of placement as certified by the agency making the placement. ]

**[ Designated Vehicle:** A vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports to and from Covered Activities. ]

**[Disability/Disabled:** Means the Insured:

- is unable due to Injury to do the substantial and material duties of his/her regular job as such existed at the start of any Period of Disability for which a claim for benefits is made under the Policy;
- is receiving regular care by a Doctor which is appropriate for the Injury causing the Disability. This care must be at such intervals as will lead to the Insured's return to work. The Insured need not be under a Doctor's care on a regular basis if the Insured can show that further recovery is not expected; and
- is not doing any other work for wage or profit. ]

**[ Disability Income Maximum Benefit Period:** The maximum length of time the Disability Income Benefit will be paid during a Period of Disability. The Disability Benefit is shown in the Schedule.]

**[ Disappearing Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits. The Deductible may be satisfied by Other Valid and Collectible Insurance or Plan. The Disappearing Deductible is shown on the Schedule of Benefits. ]

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and is not a Family Member.

**[ Durable Medical Equipment:** A device which:

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by the [Insured] [Covered Person];
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to the [Insured's] [Covered Person's] Injury; and
- Is prescribed by a Doctor and the device is Medically Necessary for the [Insured's] [Covered Person's] rehabilitation.

Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than the [Insured] [Covered Person];
- health exercise equipment; and
- equipment that may increase the value of the [Insured's] [Covered Person's] Residence.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to: modifications to the [Insured's] [Covered Person's] residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, exercise and sports equipment. ]

**Eligible Person:** [ A member of the Policyholder's organization as defined on the Schedule of Benefits.]  
[ An Eligible Person, as defined by the Policyholder, is shown on the Schedule.]

**[ Elimination Period:** The number of consecutive days after Disability starts during which the Disability Benefit is not paid. The Elimination Period is shown in the Schedule. ]

**Emergency:** An Injury for which the [Insured] [Covered Person] seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care the [Insured] [Covered Person] could reasonably expect that: (1) his life or health would be in serious jeopardy; (2) his bodily functions would be seriously impaired; or (3) a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

- the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- reliable evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or
- reliable evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to the [Insured] [Covered Person] in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**[ Full-Time Student:** A person who is enrolled in the Policyholder's school on a full-time basis as defined by the Policyholder. A person will cease to be a full-time student on the date that person is no longer a full time student according to the records of the Policyholder's school.



The Company maintains its right to investigate student status and attendance records to verify that the Policy eligibility requirements have been made. If the Company discovers that the Policy eligibility requirements have not been met, Our only obligation is a refund of all premium paid, less any claims paid.]

**[ Hemiplegia:** The complete loss of one side of the body with involvement of the arm and leg. ]

**[ Home Health Agency:** An agency which is licensed as a Home Health Agency by state or local government. It may offer the following services:

- part-time or periodic skilled nursing services by a registered nurse or licensed vocational nurse;
- part-time or periodic home health aide services which offer supportive services in the home under the supervision of a Registered Nurse or a physical, speech or occupational therapist;
- physical, occupational or speech therapy; and
- medical supplies, drugs and medicines prescribed by a Doctor and related pharmaceutical services, and laboratory services to the limit these charges or costs would be covered under the Policy if the [Insured] [Covered Person] was Hospital Confined. ]

**[ Home Health Care:** Services by a Home Health Agency for the care and treatment of [an Insured] [a Covered Person] who is under the direct care and supervision of a Doctor but only if:

- services would have been covered in a medical facility if Home Health Care were not given; and
- a Home Health Care treatment plan is set up, in writing and approved by a Doctor. ]

**[ Hospice Care:** Services provided by a public agency or private organization or any subdivision thereof, which entity shall be known as a hospice and shall be primarily engaged in providing care to an individual for whom a certified medical prognosis has been made indicating a life expectancy of 6 months or less and who has elected to receive such care in lieu of other medical benefits available under this Policy. ]

**Hospital:** An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**[Hospital Indemnity Benefit Waiting Period:** The number of days the [Insured] [Covered Person] must be covered under the Policy before the Hospital Indemnity Benefit is payable. ]

**Initial Treatment Period:** The number of days following an Injury during which the [Insured] [Covered Person] must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:

- results directly and independently of disease, bodily infirmity or any other causes;
- solely, directly and independently of all other causes results in medical expense;
- occurs after the effective date of the [Insured's] [Covered Person's] coverage under this Policy; and
- occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

**Insured:** An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- his or her coverage has become effective and has not terminated.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

**[ Intensive Care Unit:** A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.]

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of the [Insured] [Covered Person], the [Insured's] [Covered Person's] family, Doctor, Hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply or drug is Medically Necessary.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the [Insured] [Covered Person].

**[ No Other Insurance Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits when no Other Valid and Collectible Insurance or Plan contributes toward payment of a claim. The No Other Insurance Deductible is shown on the Schedule of Benefits. ]

**[ Orthopedic Appliances:** Any supportive device or appliance used in treating the [Insured's] [Covered Person's] Injury. ]

**Other Valid and Collectible Insurance or Plan:** Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services or injuries or diseases related to the [Insured's] [Covered Person's] job to the extent that he actually received benefits under a Worker's Compensation Law. If the [Insured] [Covered Person] enters into a settlement to give up his or her rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the [Insured] [Covered Person] after he or she becomes disabled while insured hereunder; or
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**[ Paralysis or Paralyzed:** The complete inability to move one or more limbs as the result of neurological damage. This condition must be diagnosed and regularly treated by a Doctor. ]

**[ Paraplegia:** The complete loss of function of the lower extremities of the body with involvement of both legs. ]

**[Period of Disability:** An interval of continuous Disability. A Period of Disability will be treated as part of a prior Period of Disability if it is due to the same or related causes as the prior period and it is separated from the prior period by less than [90] days of return to Active Work. ]

**[ Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage. ]

**[Physiotherapy:** Heat treatment; diathermy; microtherm; ultrasonic; adjustment; manipulation; massage therapy and acupuncture. ]

**Policyholder:** The entity to which this Policy is issued.

**[ Policy Year:** The period of 12 months following the Policy's Effective Date. ]

**[ Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the [6] [12] months prior to the [Insured's] [Covered Person's] Effective Date of coverage under this Policy. ]

**[ Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the [Insured's] [Covered Person's] outpatient use. ]

**[ Quadriplegia:** The complete loss of both the upper and lower extremities of the body with involvement of both arms and both legs. ]

**[ Qualifying Medical Maximum Amount:** The maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits. ]

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate; or
- the charge which would have been made by the provider (Doctor, Hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by us for the same service or supply.

“Geographic Area” means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Reasonable and Customary Charges, Fees or Expenses as used in this Policy to describe expense, will be considered to mean the payment system in effect at Policy issue as shown in the Schedule of Benefits.

**[Rehabilitation Facility:** An institution, or part of an institution, licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations or the Commission on Accreditation of Rehabilitation Facilities;
- is primarily engaged in providing comprehensive multi-disciplinary physical services or rehabilitation inpatient care; and
- has a transfer agreement with one or more Hospitals.

Rehabilitation Facility does not include an institution which provides only minimal care, custodial care, care for the terminally ill, or part-time care services. It also does not include an institution which primarily provides treatment for mental disorders; chemical dependency or tuberculosis, except if such facility is licensed, certified, or approved as a rehabilitation facility for the treatment of medial conditions; drug addiction or alcoholism. ]

**Residence:** The home and land or property on which the [Insured’s] [Covered Person’s] dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**[ Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short term medical care for minor conditions without an appointment but where immediate medical care is necessary. ]

AARDF106

## [ CONDITIONS OF INSURANCE

### ELIGIBILITY

Eligible Persons are eligible to enroll for coverage under this Policy.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective on the later of:

- The Effective Date shown on the application; or
- The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Insured:** Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits on the Effective Date of this Policy. If the Policyholder desires to continue coverage, We will issue a new Policy for a new Policy term, subject to then current underwriting requirements.

**[ Insured: Football Only Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's football team;
- the last day of regularly scheduled football activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: All Other Sports Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams, excluding football;
- the last day of regularly scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: All Sports Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams;
- the last day of regularly scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: [On-Premises] Student Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: 24-Hour-A-Day Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: Other Accident Coverage:** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person;] or
- the end of the period for which any applicable premium has been paid. ]

## [ CONDITIONS OF INSURANCE

### ELIGIBILITY

An Eligible Person, as shown on the Schedule of Benefits, is eligible to be insured on the Policy Effective Date, or the date he or she becomes eligible, if later.

We maintain the right to investigate eligibility status to verify that eligibility requirements are met. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective[, subject to receipt of premium,] on the later of:

- The Effective Date shown on the application; or
- The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Covered Person:** Coverage is effective[, subject to receipt of premium,] on the earlier of:

- the Policy Effective Date; or
- [the date the Eligible Person is eligible;]
- [the date of enrollment.]

### [Dependents Acquired After Effective Date:

**Newborn Child:** An Insured's newborn child is automatically covered from the moment of birth until such child is 31 days old. Coverage for such child will be for Injury. However, the Insured must notify Us in writing within 31 days of such birth and pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 31 day period.

**Adopted Child:** Coverage for an adopted child is effective upon the earlier of the date of placement for the purpose of adoption or the date of entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. Coverage for such child will be for Injury. However, the Insured must notify Us in writing within 60 days of such adoption and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 60 day period.

**Other Than Newborn or Adopted Child:** A person who qualifies as a Dependent after the Effective Date of coverage may be insured under this Policy. Enrollment and premium must be received by Us within 31 days after the date the person first qualifies as a Dependent, and the required premium must be paid. Coverage is effective upon receipt of enrollment and premium by Us or Our authorized representative. ]

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits on the Effective Date of this Policy. If the Policyholder desires to continue coverage, We will use a new Policy for a new Policy term, subject to then current underwriting requirements.

**Covered Person: 24-Hour-A-Day Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- [the date the Covered Person ceases to be an Eligible Person;]
- [the last day of the period for which Premium has been paid following the date a Dependent ceases to be a Dependent as defined;] or
- the end of the period for which any applicable premium has been paid.

AXXC1102]

## SCOPE OF ACCIDENT COVERAGE

**[ Football Only Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in football competitions which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from football competitions in a Designated Vehicle. ]

**[ All Other Sports Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from athletic competitions, except football, in a Designated Vehicle. ]

**[ All Sports Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from athletic competitions, except football, in a Designated Vehicle. ]

**[On-Premises] [Student] Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- [ • On the Policyholder's premises:
  - During the hours and on the days when Policyholder is in session[, including one hour before and after]; or
  - During the hours and on the days when Policyholder is not in session while the Insured is participating in or attending any Covered Activity.]
- [ • Away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session. ]
- [ • Traveling directly and uninterruptedly to or from the Insured's Residence to attend regular Policyholder sessions. ] ]

**[ 24-Hour-A-Day Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred on a 24-hour per day basis. ]

**[ Other Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured][all Insureds] will be covered for Injury which is incurred as described in Scope of Coverage on the Schedule of Benefits. ]

AXXSC104

**[ACCIDENTAL DEATH [AND] [,] DISMEMBERMENT[, LOSS  
OF SIGHT, SPEECH AND HEARING] [LOSS DUE TO  
HEMIPLEGIA, PARAPLEGIA OR QUADRIPLÉGIA] [LOSS DUE  
TO HEART OR CIRCULATORY MALFUNCTION] BENEFIT**

If, within 365 days from the date of an Accident, Injury from such Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. If the [Insured] [Covered Person] sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the [Insured] [Covered Person] is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. [Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.] [Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).] Severance means the complete separation and dismemberment of the part from the body.

[Loss due to hemiplegia means the complete loss of one side of the body with involvement of the arm and leg. Loss due to paraplegia means the complete loss of function of the lower extremities of the body with involvement of both legs. Loss due to quadriplegia means the complete loss of both the upper and lower extremities of the body with involvement of both arms and both legs.]

[Loss due to heart or circulatory malfunction means disease or illness of the heart or circulatory system which:

- is first diagnosed and treated while the [Insured's] [Covered Person's] coverage under the Policy is in force and occurs in a Policyholder scheduled game or supervised practice, within 24 hours after participation; and
- the [Insured] [Covered Person] has not before such participation been medically advised or/or has received any medical treatment for such heart or circulatory malfunction. ]

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

AXXADD400 ]



## [ [OPTION 1] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

The Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.

We will pay the Insured Percent of incurred Covered Charges, in chronological order, which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan subject to the Qualifying Medical Maximum Amount or the Maximum Benefit Amount, Per Injury, whichever occurs first. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. [Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision.]

AXXBP101 ]

## [ [OPTION 2] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, [ during the Deductible Period, ] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, [ during the Deductible Period, ] We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the Policy.

AXXBP201 ]

## [ [OPTION 3] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

After the [disappearing] Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

The Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.

After the [disappearing] deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges, in chronological order, which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan subject to the Qualifying Medical Maximum Amount or the Maximum Benefit Amount, Per Injury, whichever occurs first. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision.

AXXBP301 ]

## **[ [OPTION 4] ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

AXXBP400 ]

## **[[OPTION 6] ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

- If Other Valid Collectible Insurance or Plan exists, other than a policy issued to the Policyholder which provides similar Accident coverage:

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by the [Insured] [Covered Person] or on the [Insured's] [Covered Person's] behalf.

- If Other Valid Collective Insurance or Plan is another policy issued to the Policyholder providing similar Accident coverage:

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the Excess Provision.

AXXBP600 ]

## **[ ACCIDENT MEDICAL EXPENSE BENEFIT LIMITATION**

Failure by the [Insured][Covered Person] to follow the terms and conditions of Other Valid Collectible Insurance or Plan will result in a benefit reduction of eligible Covered Charges to 50% of the amount otherwise payable.

AXXBPL100 ]

## **[ CATASTROPHIC CASH BENEFIT**

We will pay benefits, as defined and limited below, if the [Insured] [Covered Person] as the result of an Injury sustains Paralysis, Coma or Brain Death.

Benefits are payable only for Paralysis, Coma or Brain Death which:

- occurs within 180 days of the Accident;
- continues for the duration of the Catastrophic Waiting Period; and
- is diagnosed by a Doctor as being complete and not reversible.

### Catastrophic Lump Sum Benefit

The Catastrophic Lump Sum Benefit will be paid based on the Table of Losses for the Catastrophic Benefit after Paralysis, Coma or Brain Death has continued for 180 days. The Table of Losses and the Catastrophic Cash Benefit are shown on the Schedule of Benefits.

### Catastrophic Monthly Benefit

The Catastrophic Monthly Benefit begins 30 days after payment of the Catastrophic Lump Sum Benefit and continues monthly until the earlier of:

- the end of the [Insured's] [Covered Person's] Paralysis, Coma or Brain Death;
- the death of the [Insured] [Covered Person]; or
- the end of the Catastrophic Benefit Period.

### Catastrophic Maximum Amount

All payments, including the Catastrophic Lump Sum Benefit and all Catastrophic Monthly Benefits will not exceed the Catastrophic Maximum Amount.

This benefit is subject to all the definitions, limitations, exclusions and other provisions of this Policy.

AXXCCB100 ]

## **[ DISABILITY INCOME BENEFIT**

We will pay the Disability Income Benefit when the Insured is disabled due to Injury. We will start paying the Disability Income Benefit after the Elimination Period. Disability must start within [30] days after the Accident causing the Injury. The injury must occur while coverage under the Policy is in force. We will not pay benefits for Disability longer than the Disability Income Maximum Benefit Period. The Disability Income Benefit, Disability Income Maximum Benefit Period and Elimination Period are shown in the Schedule of Benefits.

Disability starts on the date of the first treatment by a Doctor for the Disability. Disability is considered to continue, and the Disability Benefit will be paid, only while the Insured is under the care of a Doctor for the cause of the Disability. The Doctor must state in writing that the Insured continues to be Disabled.

AXXDI100 ]

## **[ SUPPLEMENTAL INDEMNITY BENEFIT**

We will pay a benefit for treatment, services and supplies listed below which are provided to the [Insured] [Covered Person] due to Sickness which first manifests itself during participation in a Covered Activity. The treatment, services and supplies must be Medically Necessary and provided under the direction of a Doctor. Treatment or service must occur while coverage under this Policy is in force.

Payment of the benefit is subject to the:

- Supplemental Indemnity Amount, Per Sickness; and
- Definitions, limitations, exclusions and other provisions of this Policy.

The Supplemental Indemnity Amount, Per Sickness is shown in the Schedule of Benefits.

Treatment or service is considered incurred on the date the treatment or service is rendered or the supply is furnished.

We will pay the indemnity amount shown on the Schedule of Benefits for treatment, services or supplies for:

- Hospital outpatient expense.
- Hospital Emergency care.
- Doctor's fees.

As used in this provision, Sickness means illness or disease which first manifests itself during a Covered Activity. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

AXXSIB100 ]

## **[ HOSPITAL INDEMNITY BENEFIT**

We will pay a benefit when [You are] [a Covered Person is] Hospital Confined due to an Injury. Hospital Confinement must be Medically Necessary and provided under the direction of a Doctor. Hospital Confinement must occur while coverage under this Certificate is in force.

Payment of the benefit is subject to the :

1. Hospital Indemnity Benefit Amount, [Per Injury];
2. Hospital Indemnity Benefit Waiting Period; and
3. Definitions, limitations, exclusions and other provisions of this Certificate.

The Hospital Indemnity Benefit Amount and the Hospital Indemnity Benefit Waiting Period are shown in the Schedule of Benefits.

AXXHIB100 ]

## **[ MEDICAL EVACUATION AND REPATRIATION BENEFIT**

### **MEDICAL EVACUATION**

We will pay the Reasonable and Customary Charges incurred up to the maximum shown on the Schedule of Benefits to evacuate [an Insured] [a Covered Person] to his or her home country to obtain further medical treatment if such evacuation is recommended by the [Insured's] [Covered Person's] Doctor. The evacuation must be Medically Necessary and follow a Hospital Confinement of at least 5 days. The Medical Evacuation Benefit must be approved by Us in advance.

No additional benefits will be paid under the Medical Expense Benefit.

### **REPATRIATION**

If [an Insured] [a Covered Person] dies, a benefit will be paid for preparing and transporting the remains of the deceased to his home country. This benefit is limited to the Repatriation Benefit shown in the Schedule of Benefits.

Expenses include:

- The preparation and transportation of the body from the place of death to the place of funeralization; or
- If cremated, the shipping of remains from the crematorium to the final resting destination.

If the body is to be transported, it includes:

- Preparation of the body, including embalming.
- Transportation by a common carrier.

The shipping of cremated remains will be in an appropriate container, through commercial postal services. This benefit will not pay for the cost of the urn. Benefits payable will be limited to either transporting the body or shipping of the cremated remains, but not both. The Repatriation of Remains Benefit must be approved in advance by Us.

AXXMER100 ]

## **[ OUT-OF-NETWORK OPTION**

[ When Other Valid and Collectible Insurance or Plan denies benefits because the [Insured] [Covered Person] failed to utilize an authorized medical vendor or chose not to utilize other Valid and Collectible Insurance or Plan for any reason, We will pay expense incurred that We would have paid in the absence of such Other Valid and Collectible Insurance or Plan. The [Insured] [Covered Person] must provide Us with proof of such denial. ]

[ When Other Valid and Collectible Insurance or Plan denies benefits because the [Insured] [Covered Person] failed to utilize an authorized medical vendor or chose not to utilize other Valid and Collectible Insurance or Plan for any reason, We will pay expense incurred that We would have paid had the [Insured] [Covered Person] used the proper medical vendor. The [Insured] [Covered Person] must provide Us with proof of such denial. ]

[ When Other Valid and Collectible Insurance or Plan denies benefits and requires the [Insured] [Covered Person] to use an authorized medical vendor despite the Policyholder's attempts to have the Other Valid and Collectible Insurance or Plan approve an out-of-network vendor, We will pay expense incurred up to a Maximum Benefit Amount, Per Injury of \$10,000. ]

AXXOT101 ]



## [ EXCLUSIONS

This Policy does not provide benefits for:

- Treatment, services or supplies which:
    - Are not Medically Necessary;
    - Are not prescribed by a Doctor as necessary to treat an Injury;
    - Are determined to be Experimental/Investigational in nature;
    - Are received without charge or legal obligation to pay;
    - Are received from persons employed or retained by the School or any Family Member, unless otherwise specified; or
    - Are not specifically listed as Covered Charges in this Policy.
  - [ • Intentionally self-inflicted Injury.]
  - [ • Injury received while violating or attempting to violate any duly enacted law.]
  - [ • Injury by acts of war, whether declared or not.]
  - [ • Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly scheduled commercial airline.]
  - [ • Injury covered by Worker's Compensation or the Occupational Disease Law [or mandatory no-fault automobile insurance]].
  - [ • Treatment of illness, disease or infections, except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances.]
  - [ • Heat exhaustion.]
  - [ • Treatment of [Osgood-Schlatter's disease;] [appendicitis;] [osteomyelitis;] [pathological[or stress] fractures;] [congenital weakness;] [hernia;] [TMJ;] [fainting;] [headaches;] [boils;] [blisters;] [spondylolysis;] [osteochondritis dissecans;] [poison ivy;] [bee stings;][detached retina unless directly caused by Injury;] [or Mental or Nervous Disorders [whether or] not caused by Injury]].
  - [ • Injury contributed to by the use of alcohol or drugs not prescribed by a Doctor.
  - [ • Injury caused by or contributed to by aggravation or reinjury of a Pre-existing Condition. ]
  - [ • Suicide or attempted suicide while sane; [or self-destruction or an attempt to self-destroy while insane.] ]
  - [ • Expense incurred for the use of orthotics unless used exclusively to promote healing. ]
  - [ • Off season, physical conditioning for interscholastic sports. The "official season" for each specific covered sport is the period within the dates determined by the State High School Athletic Association for the practice and play of that sport. ]
  - [ • Heart and/or circulatory malfunction resulting from participation in a Covered Activity, unless specifically provided for in the Policy.]
  - [ • Repetitive motion Injuries, [strains,] [hernia,] [tendinitis,] [bursitis] [and] [health exhaustion] [not related to a specific Injury]. ]
  - [ • Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures. ]
- AXXEX102]
- [ • Services of an assistant surgeon[ or Doctor] when surgery is performed. ]
  - [ • Re-injury or complications of an Injury which occurred prior to the Policy's Effective Date. ]
  - [ • Congenital or pre-disposing conditions or aggravation of a Pre-existing Condition. ]
  - [ • Dental treatment, except as specifically stated. ]
  - [ • Eyeglasses,[ contact lenses, routine eye exams] or prescriptions therefor.]
  - [ • Hernia[, any type][, regardless of cause] [or slipped femoral capital epiphysis] [or pathological fracture]. ]
  - [ • Injury sustained during on-the-job training.]
  - [ • Injury sustained fighting[ or brawling][, except in self-defense][,except as an innocent victim]. ]
  - [ • Injury sustained while committing or attempting to commit a felony. ]
  - [ • Injury sustained while voluntarily participating in a riot[or civil commotion][or disturbance of any kind].]
  - [ • Injury which is self-inflicted[, or caused by the [Insured's] [Covered Person's] own words or actions.]]
  - [ • Loss resulting from a pathological fracture or fracture through the site of a bone cyst. ]
  - [ • Loss resulting from private air travel. ]

- [ • Non-surgical services of a Doctor when a surgical operation is performed. ]
- [ • Prescription Drugs[, crutches][, braces][, artificial limbs][, etc.], except as specifically stated. ]
- [ • That part of medical expense payable by any automobile insurance policy without regard to fault.
- [ • Treatment of bacterial infections (except infections due to accidental open cuts) or accidental ingestion of contaminated materials. ]
- [ • Treatment of sickness or disease in any form[,mental derangement or neurasthenia][, blisters][, insect bites][, frostbite][, heat exhaustion][ or sunstroke][or pathological fractures. ]
- [ • Treatment of sickness or disease in any form; [blisters caused by recurrent friction;] [exposure to vegetation poisoning] [unless attributable to a specific incident occurring while covered under the Policy].]
- [ • Treatment of temporomandibular joint dysfunction and associated myofacial pain. ]
- [ • Treatment of [vegetation [or ptomaine] poisoning] [or] [bacterial infections, [except pyogenic infections due to accidental open cuts. ]]

AXXEX300

- [ • Injury caused by or contributed to by aggravation of a Pre-existing Condition.]
- [ • Orthodontics and damage to or loss of dentures or bridges.]

AXXEX310

- [ • Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs. ]
- [ • Loss resulting from intoxication; or the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor. ]
- [ • Loss resulting from being under the influence of any drugs or narcotic unless administered on the advice of a Doctor. ]
- [ • Injury sustained skiing [or participating in a rodeo]. ]
- [ • Injury sustained while operating, riding in or upon, mounting or alighting from, any two- or three- [or four- ]wheeled [recreational] motor/engine driven vehicle[ or snowmobile] [or all terrain vehicle (ATV)]. ]
- [ • Injury sustained scuba diving[, surfing] [, roller skating] [, skateboarding] [or] [rodeo]. ]
- [ • Treatment rendered by any person retained by the Policyholder. ]

AXXEX400

- [ • Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association. ]
- [ • Injury sustained while participating in or practicing for any [professional][, intercollegiate][ or club] sports activity, except as specifically provided.
- [ • Injury sustained while participating in or practicing for ice hockey or senior high interscholastic football, including travel[, unless optional coverage has been purchased.]
- [ • Injury sustained while participating in or practicing for interscholastic athletics, including travel. ]
- [ • Injury sustained while participating in or practicing for interscholastic sports or grades 9 through 12 tackle football, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for interscholastic tackle football, including travel, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for interscholastic tackle football in grades 9 through 12, including travel, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for semi-professional football; football as a member of any organized team or league other than interscholastic; senior high school interscholastic football, soccer, hockey or lacrosse, unless optional coverage is purchased. ]
- [ • Injury sustained while participating in or practicing for senior high school interscholastic football, including travel, unless the Policyholder arranges for coverage. ]
- [ • Injury sustained while participating in or practicing for tackle football in grades 9 through 12, including travel, unless optional coverage has been purchased. ]

AXXEX500

- [ • Use of electric, bio-mechanical devices.]
- [ • Injury which occurs while the [Insured] [Covered Person] is on active duty service in any armed forces. Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.]
- [ • Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping.]
- [ • Injury sustained where the [Insured] [Covered Person] is the operator and does not possess a current and valid motor vehicle operator's license, except in a Driver's Education Program.]
- [ • Injury that is the result of poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a Doctor.]
- [ • Expense incurred in connection with plastic or cosmetic surgery or procedures unless required by Injury. ]
- [ • Injury sustained during the practice or play in any Policyholder's sponsored sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy. ]
- [ • Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay. ]
- [ • Cosmetic surgery, except for reconstructive surgery on an injured part of the body. ]
- [ • Injury resulting from participation in or practice for any activity which is not supervised and sponsored by the Policyholder or school. ]
- [ • Services or supplies furnished by the Policyholder's infirmary, its employees or Doctors who work for the Policyholder. ]

AXXEX600

- [ • Covered Charges incurred outside of the United States or its possessions. ]
- [ • Covered Charges incurred outside of the United States or its possessions, unless such Covered Charges are incurred while the [Insured] [Covered Person] is on a trip of not more than [30][60] days.]

AXXEX700 ]

- [ • Injury resulting from participation in an organized sports for Covered Persons over the age of 18. ]
- [ • Physical Therapy or Physiotherapy, spinal manipulation, and manual manipulative treatment or therapy, where allowed. ]

AXXEX800

## **[ EXCLUSIONS**

This Policy does not provide benefits for:

- Treatment, services or supplies which:
  - Are not Medically Necessary;
  - Are not prescribed by a Doctor as necessary to treat an Injury;
  - Are determined to be Experimental/Investigational in nature.;
  - Are received without charge or legal obligation to pay;
  - Are received from persons employed or retained by the School or any Family Member, unless otherwise specified.
  - Are not specifically listed as Covered Charges in this Policy.
- Intentional self-inflicted Injury, self-destruction or attempted self-destruction, while sane or insane.
- Injury incurred during the [Insured's] [Covered Person's] commission of, or attempted commission of, a criminal or felonious act.
- Injury incurred as result of the [Insured's] [Covered Person's] being intoxicated, or being under the influence of drugs or narcotics unless used as prescribed by a Doctor for a medical condition other than drug addiction. The [Insured] [Covered Person] shall be presumed to be intoxicated if the level of alcohol in his or her blood is determined to exceed the level above which a person is held, under the law of the location at which the covered Accident occurs, to be intoxicated if operating a motor vehicle, regardless of whether the [Insured] [Covered Person] is in fact operating a motor vehicle when the Covered Accident occurs.
- Sickness, except:
  - As provided in the optional Supplementary Indemnity Benefit of the Policy.
  - When treatment is rendered Medically Necessary by Injury; or
  - In the event of a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Activity; or
  - In the event of the aggravation of a condition such as tendinitis, strains, sprains, and other similar conditions, caused by exertion while participating in a Covered Activity.

AXXEX200 ]

## **[ PRE-EXISTING CONDITION LIMITATION**

Coverage for a Pre-existing Condition is limited to the Pre-existing Condition maximum Amount until the end of a 12 month period following the [Insured's] [Covered Person's] effective date of coverage under the Policy. The Pre-existing Condition maximum Amount is shown on the Schedule of Benefits.

AXXPRES200 ]

## **[NON-DUPLICATION OF BENEFITS**

If [You] [a Covered Person] is covered by any other blanket or group health care plan; and would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred; then the Accident Medical Expense benefits payable under the Policy will be reduced by such excess amount. This Non-duplication of Benefits provision does not apply if the Policy is considered primary under any coordination of benefit guidelines contained in the other health care plans.

AXXCOS200

## **PREMIUM**

**Payment of Premium/Due Date:** All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and required premium are received at our home office or by the general agent.

**Returned or Dishonored Payment:** If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

AXXPP100

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company or its authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify the [Insured] [Covered Person].

**Claim Forms:** The company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:** Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the Company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within 60 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

**Time of Payment of Claims:** Benefits will be paid as soon as We receive proper proof of loss unless this Policy provides for periodic payment. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

**[Payment of Claims:** Benefits payable under this Policy for loss of life will be paid to the [Insured's] [Covered Person's] next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the [Insured's] [Covered Person's] death may, at Our option, be paid to the [Insured's] [Covered Person's] next of kin or to the [Insured's] [Covered Person's] estate. All other benefits will be payable to the [Insured] [Covered Person] or the medical services provider if We have received a valid assignment by the [Insured] [Covered Person].

If any indemnity of this Policy shall be payable to the estate of the [Insured] [Covered Person] or to an [Insured] [Covered Person] who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the [Insured] [Covered Person] or of the legal or natural guardian of the [Insured] [Covered Person], if the [Insured] [Covered Person] is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.]

**[Payment of Claims:** Benefits payable under this Policy for loss of life will be paid to the [Insured's] [Covered Person's] next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the [Insured's] [Covered Person's] death may, at Our option, be paid to the [Insured's] [Covered Person's] next of kin or to the [Insured's] [Covered Person's] estate. All other benefits will be payable to the medical services provider.

If any indemnity of this Policy shall be payable to the estate of the [Insured] [Covered Person] or to an [Insured] [Covered Person] who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the [Insured] [Covered Person] or of the legal or natural guardian of the [Insured] [Covered Person], if the [Insured] [Covered Person] is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service will be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.]

**Physical Examination and Autopsy:** The Company, at its own expense, shall have the right and opportunity to examine the [Insured] [Covered Person] as it may reasonably require while a claim is pending. The Company, at its own expense, may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

**Legal Actions:** A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

**Subrogation:** When benefits are paid to or for the [Insured] [Covered Person] under the terms of this Policy, We shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such [Insured] [Covered Person] against any person who might be acknowledged as liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to the recovery by the Company of the benefits it has paid for such hospitalization and treatment and the Company shall pay fees and costs associated with such recovery.

AXXCP101

## GENERAL PROVISIONS

**Entire Contract; Changes:** This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Failure by Company to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

Company has full, exclusive and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

**Incontestability:** All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Insurance Class:** Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Company when a change of Insurance Class occurs for the [Insured] [Covered Person].

**Clerical Error:** If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if: (a) the Policyholder makes a written request for coverage on a form approved by the Company; and (b) any premium not paid because of the error is paid in full from the effective date of coverage. Company reserves the right to limit retroactive coverage to two months proceeding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Company for the overpayment.

**Information and Records:** The Policyholder shall provide Company information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the [Insured] [Covered Person] coverage terminates.

**Non-Participating:** The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

**Conformity With State Statutes:** If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Certificate of Insurance:** Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

AXXGP100



## SCHEDULE OF BENEFITS

### POLICYHOLDER INFORMATION

<b>Policy Number:</b>	[123,456]
<b>Policyholder:</b>	[ABC School]
<b>Policy Effective Date:</b>	[September 1, 2000]
<b>Policy Term:</b>	[September 1, 2000 to September 1, 2001]
<b>Eligible Persons:</b>	[Students who are enrolled and attending the Policyholder's School as Full-Time Students]
<b>Scope of Coverage:</b>	[On-Premises and Covered Activity Accident Coverage] [Football Only]
<b>[Insured] [Covered Person] Effective Date:</b>	[The date premium is received by Us or Our representative but not prior to the opening day of School except in the case of Football Coverage, in which case coverage will begin on the first official day of practice.]

AXXPI100

### [ACCIDENTAL DEATH [AND] [,] DISMEMBERMENT[, LOSS OF SIGHT, SPEECH AND HEARING] [LOSS DUE TO HEMIPLEGIA, PARAPLEGIA OR QUADRIPLÉGIA] [LOSS DUE TO HEART OR CIRCULATORY MALFUNCTION] BENEFIT

[Loss of Life .....	[\$10,000]]
[Loss of Both Hands .....	[\$20,000]]
[Loss of Both Feet .....	[\$20,000]]
[Loss of the Entire Sight of Both Eyes .....	[\$20,000]]
[Loss of One Hand or One Foot .....	[\$10,000]]
[Loss of One Hand and Entire Sight of One Eye .....	[\$20,000]]
[Loss of One Foot and the Entire Sight of One Eye .....	[\$20,000]]
[Loss of Speech or Hearing (both ears) .....	[\$20,000]]
[Loss of Hearing One Ear .....	[\$10,000]]
[Loss of Thumb and Index Finger of the Same Hand .....	[\$5,000]]
[Loss due to Hemiplegia .....	[\$10,000]]
[Loss due to Paraplegia .....	[\$10,000]]
[Loss due to Quadriplegia .....	[\$10,000]]
[Loss Due to Heart or Circulatory Malfunction .....	[\$10,000]]

[Policy Year Aggregate Loss of Life Maximum ..... [\$100,000]]

AXXADDSOB201 ]

### [ [OPTION I] ACCIDENT MEDICAL EXPENSE BENEFITS

<b>Maximum Benefit Amount, Per Injury .....</b>	<b>[\$12,000]</b>
<b>Qualifying Medical Maximum Amount, Per Injury .....</b>	<b>[the first \$25,000]</b>
<b>Insured Percent .....</b>	<b>[100%]</b>
<b>Ingenix Payment System Percentile .....</b>	<b>[90<sup>th</sup>]</b>
<b>Initial Treatment Period .....</b>	<b>[60 days]</b>
<b>Benefit Period .....</b>	<b>[52 weeks]</b>
<b>Primary Benefit Amount .....</b>	<b>[\$100]</b>

AXXSOB101 ]

## [ [OPTION 2] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
Deductible, Per Injury .....	[\$100]
[Deductible Period .....	[24 months][12 months]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

AXXSOB201 ]

## [ [OPTION 3] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury [ .....	[\$12,000]
[ Football Only Accident Coverage .....	[\$5,000]
[ Student Accident Coverage .....	[\$10,000]
Qualifying Medical Maximum Amount, Per Injury .....	[the first \$25,000]
[Disappearing][No Other Insurance] Deductible, Per Injury .....	[\$50]
Insured Percent .....	[100%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

AXXSOB301]

## [ [OPTION 4] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
[ Deductible, Per Injury .....	[\$100]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]

AXXSOB400 ]

## [ [OPTION 6] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
Deductible, Per Injury .....	[\$100]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	60 days
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

AXXSOB600 ]

## [ CATASTROPHIC CASH BENEFIT

<b>Catastrophic Maximum Amount</b> .....	[\$500,000][\$600,000][\$1,000,000][\$1,200,000]
<b>Catastrophic Maximum Benefit Period</b> .....	[10 years] [20 years]
<b>Catastrophic Waiting Period</b> .....	[180 days]
<b>Catastrophic Lump Sum Amount</b> .....	[\$100,000][\$150,000][\$160,000][\$200,000]
<b>Catastrophic Monthly Payment Amount</b> .....	[\$3,333.33][\$X,XXX][\$3,500.00][\$X,XXX]
<b>Table of Losses</b> .....	<b>Percentage of Catastrophic Maximum Amount</b>
Coma .....	100%
Brain Death .....	100%
Paralysis of:	
Both upper and lower limbs .....	100%
Both lower limbs .....	100%
One lower and one upper limb .....	100%
One lower limb or one upper limb .....	50%
Paralytic conditions not stated above will be paid in proportion to comparable severity to those described above.	

AXXCCBSOB100 ]

## [ COVERED CHARGES

Treatment, services or supplies incurred for:
[Hospital room and board, and general nursing care[, up to the semi-private room rate] [limited to [30] days] [, limited to a maximum of [\$125 per day] [for the first day and [\$125} each day thereafter]. [Hospital Confinement must begin within [120] days after the Accident] ].
[Intensive Care[, limited to a maximum of [\$125] per day] ].
[Hospital miscellaneous expense [during Hospital Confinement [or for outpatient surgery under general anesthetic] [, such as the cost of the operating room, laboratory tests, x-ray examinations, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies] [, limited to a maximum of[\$400] [, limited to [30] days] ] [Includes x-ray and professional fees]. ]
[Operating room expense[, up to a maximum benefit of \$100]. ]
[Doctor's fees for surgery[, in accordance with data provided by [Medicode, Inc.]] [in accordance with the Surgical Schedule[, using [\$100] per unit value] [, limited to a maximum of[\$2,500] ] [No more than one surgical procedure will be covered when multiple procedures are performed through the same incision or in immediate succession.] [Includes suturing, cutting and reduction of fractures. ]]
[Assistant surgeon expense. ]
Anesthesia services[, limited to 25% of the surgical fee.] [If anesthesia is administered by the attending Doctor or his assistant, or if the charge is made by the Hospital for a nurse anesthetist or an anesthesiologist, the fee payable shall be [50%] of the surgical expense]. ]
Doctors visits, inpatient and outpatient[, limited to a maximum of [\$30 each visit] ]. ]
[ Doctors visits[, including Physical Therapy] [, limited to 1 visit per day and does not apply when related to surgery[ or Physical Therapy] ] [up to [\$60] for the first visit and [\$30] for each visit thereafter][limited to a maximum benefit of [30] visits]. [Physical Therapy is limited to [5] visits.]
[Hospital Emergency care [except surgery] [or care in other Emergency facility][, limited to a maximum of [\$175]. [Includes all items of expense [in addition to] [other than] x-ray and Doctor benefits]. ]
[Outpatient services[, limited to a maximum of [\$250] ].
[Outpatient imaging procedures, including x-rays and interpretation for:
• Fracture or dislocation[, up to a maximum benefit of [\$160];
• No fracture or dislocation[, up to a maximum benefit of [\$60]; and
• MRI/CAT scan[, up to a maximum benefit of [\$200] ]. ]
[X-ray and laboratory services[, limited to a maximum of [\$150] ].
[ Home Health Care[, limited to a maximum of [\$625] ]. ]
[Ambulance expense[, limited to a maximum of [\$100].] [Payment shall be made to the medical transportation provider directly. ] ].
[ Urgent Care Center expense[, limited to a maximum of [\$150] ].
[ Orthopedic Appliances [furnished by the Hospital] [, limited to a maximum of [\$100] ].

[ Orthopedic Appliances, including [artificial limbs] [, braces] [, rental of] [crutches] [, wheelchairs] [,shoes or inserts] [up to a maximum benefit of [\$50] ]. ]
[ Casts, non-surgical[, up to a maximum benefit of [\$25] ]. ]
[ Durable Medical Equipment[, limited to a maximum of [\$100] ]. ]
[ Eyeglass replacement expense for broken eyeglasses or lenses resulting from an Injury requiring medical treatment. ]
[ Physical and occupational rehabilitation expense provided by a licensed medical practitioner or under the supervision of a Rehabilitation Facility[, limited to a maximum of [\$5,000] ]. ]
[ Prescription Drugs[, limited to a maximum of [\$250] ]. ]
[ Dental treatment [for Injury to Sound Natural Teeth][, limited to [\$200] per tooth, up to a maximum of [\$500] ]. [Optional dental expenses increase the maximum benefit up to [\$40] per tooth.] [Future dental treatment payable only if the preceding per tooth maximum has not been used within the Benefit Period, and then only upon approval of a Certificate of Future Dental Care which must be filed within the Benefit Period, up to a maximum benefit of [\$600]. ] ]
[ Physical Therapy and/or treatment of the spine by manual or mechanical means unless related to surgery which is performed under general anesthesia [, limited to [\$50] per visit, up to a maximum of [5] visits ] . ]
[ Physical Therapy rendered by a: • Hospital[, up to a maximum benefit of [\$70]; • Doctor[, up to a maximum benefit of [\$60]. [Limited to [\$60] for the first visit and [\$30] each visit thereafter, up to a maximum of [3] visits. ] ]
[ Registered Nurse expense [, limited to a maximum of [\$200] ]. ]
[ Assistant surgeon expense[, limited to 25% of the surgeon's fee ]. ]
[ Hospice Care expense [, limited to a maximum of [\$625] ]. ]
[ Re-aggravation or reinjury of a Pre-existing Condition [, limited to a maximum of [\$1,000] ]. ]
[Treatment of heart and/or circulatory system resulting from participation in a Covered Activity [, limited to a maximum of [\$1,000] ]. ]
[Treatment of repetitive motion Injuries, strains, hernia, tendinitis, bursitis and heat exhaustion not related to a specific Injury [, limited to a maximum of [\$1,000] ]. ]
[Extended dental expense[, up to a maximum benefit of [\$2,500] for: examination, diagnoses and x-ray; restorative treatment; endodontics; and oral surgery (not to include periodontics or orthodontics); up to [\$250] for dental prostheses toward the cost of a bridge, partial denture or denture, or for replacement in kind of previous dental repairs. If during the Benefit Period, the [Insured] [Covered Person] dentist certifies that treatment must be deferred, We will pay up to a maximum of [\$100] in lieu of all other dental benefits. ]

AXXCCSOB101 ]

## [ DISABILITY INCOME BENEFIT

<b>Disability Income Benefit</b> .....	[\$90.00] [week][month]
For any part of a Period of Disability that is less than a [full week, 1/7] [full month, 1/30] of the Disability Income Benefit will be paid for each day that the Insured is disabled.	
<b>Disability Income Maximum Benefit Period</b> .....	[52] weeks
<b>Elimination Period</b> .....	[10] days

AXXSODBI100 ]

## [ SUPPLEMENTAL INDEMNITY BENEFIT

<b>Maximum Benefit Amount, Per Sickness</b> .....	[\$150]
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AXXSIBSOB100 ]

## [ HOSPITAL INDEMNITY BENEFIT

<b>Hospital Indemnity Benefit Amount</b> .....	[\$100] [\$200] [\$300] [Per Injury,] [Per day]
Up to .....	[30 – 100] days
per Injury	
<b>Hospital Indemnity Benefit Waiting Period</b> .....	[7-30] days

AXXHIBSOB100

## [ MEDICAL EVACUATION AND REPATRIATION BENEFIT

<b>Medical Evacuation</b> .....	[\$10,000]
<b>Repatriation</b> .....	[\$10,000]

AXXMERSOB100 ]

## [SURGICAL SCHEDULE

For any surgical operation or procedure not specifically named or excluded, We will pay an amount which shall be determined on the basis of the gravity and severity of the unnamed operation as compared to the below named operations, using the 1974 Revision of the May 10, 1969 Relative Value Studies published by the California Medical Association.

	<u>Unit Value</u>
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and /or extremities (including hands and feet); 2.6 cm to 7.5 cm (12002) .....	0.65
Open treatment of nasal fracture; uncomplicated (21325) .....	2.7
Closed treatment of clavicular fracture; with manipulation (23505) .....	1.8
Closed treatment of humeral shaft fracture; with manipulation, with or without skeletal traction (24505) .....	3.3
Closed treatment of distal radial fracture (eg, Colles or Smith type) or epiphyseal separation, with or without fracture of ulnar styloid; with manipulation (25605) .....	2.7
Closed treatment of metacarpal fracture, single; with manipulation, each bone (26605) .....	1.6
Closed treatment of phalangeal shaft fracture, proximal or middle phalanx, finger or thumb; without manipulation, each (26720) .....	0.75
Closed treatment of femoral shaft fracture, with manipulation, with or without skin or skeletal traction (27502) .....	4.75
Closed treatment of tibial shaft fracture (with or without fibular fracture); with manipulation, with or without skeletal traction (27752) .....	4.0
Closed treatment of fracture great toe, phalanx or phalanges; with manipulation (28495) .....	0.7
Arthroscopy, knee, surgical, with meniscectomy (medial OR lateral, including any meniscal shaving) (29881) .....	10.0
Arthroscopically aided anterior cruciate ligament repair/ augmentation or reconstruction (29888) .....	17.0
Open treatment of acromioclavicular dislocation, acute or chronic; (23550) .....	8.0
Crainiectomy or craniotomy, exploratory; infratentorial (posterior fossa) (61305) ...	23.0
Repair, extensor tendon, finger, primary or secondary: with free graft (includes obtaining graft) each tendon (26420) .....	4.2
Open treatment and/or reduction of vertebral fracture(s) and/or dislocation(s), posterior approach, one fractured vertebrae or dislocated segment; lumbar (22325) .....	15.0

GGSOBXX500 ]

**National Guardian Life Insurance Company, Madison, WI 53701****Application for: ACCIDENT INSURANCE****NAME OF APPLICANT:** [Sample New State Test University]**PROPOSED****EFFECTIVE DATE:** [August 01, 2004]**ADDRESS:** [Mr. Sample Sample, Ath. Dir.]  
# Sample St.  
Sample, IL 60000**PROPOSED****TERMINATION DATE:** [August 01, 2005]✓ **Check Coverage Selected.****TOTAL PREMIUM:** [\$XX,XXX.XX]

<input type="checkbox"/> <b>All Sports Accident Coverage</b> All players will be covered for all sports.  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent: [%] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Football Premium: [ \$ ] All Other Sports Premium: [ \$ ]	<input type="checkbox"/> <b>Student Accident Coverage</b> All students enrolled at the school will be insured. All activities outlined in All Sports Accident Coverage are excluded from Student Accident Coverage.  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent [ %] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Student Accident Premium: [ \$ ]	<input type="checkbox"/> <b>Other Accident Coverage</b> All [students][members] enrolled will be covered while: _____  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent [ % ] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Accident Premium: [ \$ ]
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**For all coverages, the Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.****[ Check Optional Coverages:**

- ☐ Off season physical conditioning for interscholastic sports. The "official season" for each specific covered sport is the period within the dates determined by the State High School Athletic Association for the practice and play of that sport. ]
- ☐ Heart and/or circulatory malfunction resulting from participation in a Covered Activity. ]
- ☐ Repetitive motion injuries, strains, hernia, tendinitis, and bursitis not related to a specific injury. ]
- ☐ Out of Network Option. ]
- ☐ Re-aggravation or reinjury of a Pre-existing Condition. ]
- ☐ Physiotherapy. ]
- ☐ Supplemental Indemnity Benefit. ]
- ☐ Accident Medical Expense Benefit Limitation. ]
- ☐ Supplemental Indemnity Benefit. ]
- ☐ Catastrophic Cash Benefit. ]
- ☐ Medical Evacuation and Repatriation Benefit. ]]

Coverage selected will become effective on the date shown above and final premium is to be paid upon receipt of an invoice for the required premium.

It is agreed that any claim form, if presented, will certify that the claimant was actually injured while playing, or practicing or attending school as a member of the policyholder.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Dated at [City, State], on [July 7, 2004].

Application made by: \_\_\_\_\_  
Name and TitleAgency: [Sample Agency, \_\_\_\_\_]  
By Mr. Sample  
Address: # Street  
City, State zip]

On behalf of: \_\_\_\_\_

<i>SERFF Tracking Number:</i>	<i>GTLI-126099529</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Guardian Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42042</i>
<i>Company Tracking Number:</i>	<i>NGP-1200-AR</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>NGP-1200-AR</i>		
<i>Project Name/Number:</i>	<i>NGP-1200-AR/NGP-1200-AR</i>		

## **Rate Information**

Rate data does NOT apply to filing.



SERFF Tracking Number: GTLI-126099529 State: Arkansas  
Filing Company: National Guardian Life Insurance Company State Tracking Number: 42042  
Company Tracking Number: NGP-1200-AR  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student  
Product Name: NGP-1200-AR  
Project Name/Number: NGP-1200-AR/NGP-1200-AR

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Flesch Certification Approved-Closed 04/10/2009  
**Comments:**  
**Attachment:**  
Cert of Readability.pdf

**Review Status:**  
**Satisfied -Name:** Application Approved-Closed 04/10/2009  
**Comments:**  
Application can be found in the forms schedule.

**Review Status:**  
**Satisfied -Name:** National Guardian Authorization Approved-Closed 04/10/2009  
**Comments:**  
**Attachment:**  
NGL Policy Form Filing Authorization for GTL.pdf

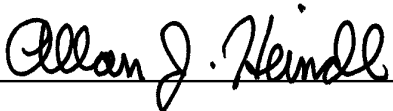
## CERTIFICATE OF READABILITY

Form Number: GP-1200-AR

Flesch Test Score: 50

I hereby certify on behalf of Guarantee Trust Life Insurance Company that to the best of my knowledge and belief, the above form(s) meet(s) the minimum reading ease requirements of your Department. The Flesch Reading Ease Test score(s) are listed above.

**GUARANTEE TRUST LIFE INSURANCE COMPANY**

A handwritten signature in black ink, reading "Allan J. Heindl", is written over a horizontal line.

Allan J. Heindl, FLMI, HIA, AIRC  
Vice President, Product Approval & Compliance

Date: 4/02/09



## **NGL Insurance Group**

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July 3, 2008

To Whom It May Concern:

RE: Guarantee Trust Life Insurance Company  
Policy Form Filing Authorization

National Guardian Life Insurance Company hereby authorizes Guarantee Trust Life Insurance Company to file the enclosed blanket health insurance policy and related forms for approval with state insurance departments and to otherwise represent its interest in connection with this filing.

Sincerely,

Mathew J. Dew  
Vice-President and General Counsel  
National Guardian Life Insurance Company  
608-443-5219

<i>SERFF Tracking Number:</i>	<i>GTLI-126099529</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Guardian Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42042</i>
<i>Company Tracking Number:</i>	<i>NGP-1200-AR</i>		
<i>TOI:</i>	<i>H04 Health - Blanket Accident/Sickness</i>	<i>Sub-TOI:</i>	<i>H04.001 Student</i>
<i>Product Name:</i>	<i>NGP-1200-AR</i>		
<i>Project Name/Number:</i>	<i>NGP-1200-AR/NGP-1200-AR</i>		

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Group Blanket Accident Policy	04/02/2009	NGP-1200-AR.pdf
No original date	Form	Application	04/02/2009	NGA-24-02.pdf



A Mutual Company Incorporated in 1909  
Two East Gilman Street • PO Box 1191  
Madison WI 53701-1191 • Phone 800-988-0826

This Policy is issued to the Policyholder by National Guardian Life Insurance Company on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between the Company and Policyholder.

The Company hereby insures Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

**READ YOUR POLICY CAREFULLY.**

A handwritten signature in black ink, appearing to read "Shirley A. Hingak", written over a horizontal line.

Secretary

A handwritten signature in black ink, appearing to read "J. Plummer", written over a horizontal line.

President

**ONE YEAR NON-RENEWABLE TERM**

**BLANKET ACCIDENT POLICY**

**NON-PARTICIPATING**

AXXCV100

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## DEFINITIONS

**Accident:** An unforeseeable event which results in an Injury.

**[Actively At Work (Active Work):** Means the Insured is performing services [for his/her] employer [for [30] or more hours per week] [of an Eligible Person] [or if not employed, able to engage in substantially all of the usual activities of a person in good health of like age and sex and not confined in a hospital or rehabilitation or rest facility].

**Ambulance:** A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility.

**Benefit Period:** The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

**[ Brain Death:** An irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain, even though the heart is beating. The condition must be diagnosed and regularly treated by a Doctor. ]

**[ Catastrophic Maximum Benefit Period:** The maximum number of years We will pay the Catastrophic Monthly Benefit. ]

**[ Catastrophic Monthly Benefit:** The monthly benefit We will pay following payment of the Catastrophic Lump Sum Benefit. The Catastrophic Monthly Benefit begins 30 days after payment of the Catastrophic Lump Sum Benefit.]

**[Catastrophic Lump Sum Benefit:** The lump sum benefit We will pay after the [Insured] [Covered Person] has satisfied the Catastrophic Waiting Period. ]

**[ Catastrophic Maximum Amount:** The maximum amount that We will pay under the Catastrophic Cash Benefit, inclusive of the Catastrophic Lump Sum Benefit and any Catastrophic Monthly Benefits. ]

**[ Catastrophic Waiting Period:** The number of consecutive days the [Insured] [Covered Person] has sustained Paralysis, Coma or Brain Death. The Catastrophic Waiting Period begins on the date of diagnosis by a Doctor. The Catastrophic Waiting Period is shown in the Schedule of Benefits. ]

**[ Coma:** A profound state of unconsciousness from which the [Insured] [Covered Person] through powerful stimulation is not likely to be aroused. This condition must be diagnosed and regularly treated by a Doctor. ]

**Company:** National Guardian Life Insurance Company, a mutual company. Also hereinafter referred to as We, Us and Our.

**[ Covered Activity:** Any activity which the Policyholder requires the [Insured] [Covered Person] to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group. ]

**[ Covered Person:** A person:

- Who is eligible for coverage as the Insured [ or as a Dependent ];
- Who has been accepted for coverage [or has been automatically added];
- Who has paid the required premium; and
- Whose coverage has become effective and has not terminated. ]

**Covered Charge:** A service or supply listed in this Policy and which is performed or given for the treatment of an Injury.

**[ Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits under this Policy. The Deductible is shown on the Schedule of Benefits. ]

**[ Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay during the Deductible Period before We pay any benefits under this Policy. The deductible may be satisfied by Other Valid Collectible Insurance or Plan. ]

**[ Deductible Period:** The number of consecutive months during which an [Insured] [Covered Person] must incur Covered Charges to satisfy the Deductible. The Deductible Period begins on the date the [Insured] [Covered Person] incurs the first Covered Charge for an Injury. The Deductible Period is shown on the Schedule of Benefits. ]

**[Dependent:** A person who is the Insured's:

- Legally married spouse, residing with the Insured;
- Child who is dependent upon the Insured for support and maintenance and is under the age of [19];
- Child who is dependent upon the Insured for support and maintenance, is incapable of self-sustaining employment by reason of mental or physical handicap, and is age 19 and over; and
- [ Child who is dependent upon the Insured for support and maintenance, is [19] through [25] years of age and is attending school full-time, as determined by the school the Dependent is attending, including colleges and vocational, technical, vocational-technical or trade schools or institutes. ]

The term child refers to the Insured's unmarried:

- Natural child;
- Stepchild or foster child; A stepchild is a Dependent on the date the Insured married the child's parent.
- Adopted child, including a child placed with the Insured for the purpose of adoption, from the moment of placement as certified by the agency making the placement. ]

**[ Designated Vehicle:** A vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports to and from Covered Activities. ]

**[Disability/Disabled:** Means the Insured:

- is unable due to Injury to do the substantial and material duties of his/her regular job as such existed at the start of any Period of Disability for which a claim for benefits is made under the Policy;
- is receiving regular care by a Doctor which is appropriate for the Injury causing the Disability. This care must be at such intervals as will lead to the Insured's return to work. The Insured need not be under a Doctor's care on a regular basis if the Insured can show that further recovery is not expected; and
- is not doing any other work for wage or profit. ]

**[ Disability Income Maximum Benefit Period:** The maximum length of time the Disability Income Benefit will be paid during a Period of Disability. The Disability Benefit is shown in the Schedule.]

**[ Disappearing Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits. The Deductible may be satisfied by Other Valid and Collectible Insurance or Plan. The Disappearing Deductible is shown on the Schedule of Benefits. ]

**Doctor:** A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and is not a Family Member.

**[ Durable Medical Equipment:** A device which:

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by the [Insured] [Covered Person];
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to the [Insured's] [Covered Person's] Injury; and
- Is prescribed by a Doctor and the device is Medically Necessary for the [Insured's] [Covered Person's] rehabilitation.



Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than the [Insured] [Covered Person];
- health exercise equipment; and
- equipment that may increase the value of the [Insured's] [Covered Person's] Residence.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to: modifications to the [Insured's] [Covered Person's] residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, exercise and sports equipment. ]

**Eligible Person:** [ A member of the Policyholder's organization as defined on the Schedule of Benefits.]  
[ An Eligible Person, as defined by the Policyholder, is shown on the Schedule.]

**[ Elimination Period:** The number of consecutive days after Disability starts during which the Disability Benefit is not paid. The Elimination Period is shown in the Schedule. ]

**Emergency:** An Injury for which the [Insured] [Covered Person] seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care the [Insured] [Covered Person] could reasonably expect that: (1) his life or health would be in serious jeopardy; (2) his bodily functions would be seriously impaired; or (3) a body organ or part would be seriously damaged.

**Experimental/Investigational:** A drug, device or medical care or treatment will be considered experimental/investigational if:

- the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- reliable evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis; or
- reliable evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

**Family Member:** A person who is related to the [Insured] [Covered Person] in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

**[ Full-Time Student:** A person who is enrolled in the Policyholder's school on a full-time basis as defined by the Policyholder. A person will cease to be a full-time student on the date that person is no longer a full time student according to the records of the Policyholder's school.

The Company maintains its right to investigate student status and attendance records to verify that the Policy eligibility requirements have been made. If the Company discovers that the Policy eligibility requirements have not been met, Our only obligation is a refund of all premium paid, less any claims paid.]

**[ Hemiplegia:** The complete loss of one side of the body with involvement of the arm and leg. ]

**[ Home Health Agency:** An agency which is licensed as a Home Health Agency by state or local government. It may offer the following services:

- part-time or periodic skilled nursing services by a registered nurse or licensed vocational nurse;
- part-time or periodic home health aide services which offer supportive services in the home under the supervision of a Registered Nurse or a physical, speech or occupational therapist;
- physical, occupational or speech therapy; and
- medical supplies, drugs and medicines prescribed by a Doctor and related pharmaceutical services, and laboratory services to the limit these charges or costs would be covered under the Policy if the [Insured] [Covered Person] was Hospital Confined. ]

**[ Home Health Care:** Services by a Home Health Agency for the care and treatment of [an Insured] [a Covered Person] who is under the direct care and supervision of a Doctor but only if:

- services would have been covered in a medical facility if Home Health Care were not given; and
- a Home Health Care treatment plan is set up, in writing and approved by a Doctor. ]

**[ Hospice Care:** Services provided by a public agency or private organization or any subdivision thereof, which entity shall be known as a hospice and shall be primarily engaged in providing care to an individual for whom a certified medical prognosis has been made indicating a life expectancy of 6 months or less and who has elected to receive such care in lieu of other medical benefits available under this Policy. ]

**Hospital:** An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

**Hospital Confined/Hospital Confinement:** Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

**[Hospital Indemnity Benefit Waiting Period:** The number of days the [Insured] [Covered Person] must be covered under the Policy before the Hospital Indemnity Benefit is payable. ]

**Initial Treatment Period:** The number of days following an Injury during which the [Insured] [Covered Person] must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

**Injury:** Bodily injury due to an Accident which:

- results directly and independently of disease, bodily infirmity or any other causes;
- solely, directly and independently of all other causes results in medical expense;
- occurs after the effective date of the [Insured's] [Covered Person's] coverage under this Policy; and
- occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these injuries, are considered a single Injury.

**Insured:** An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- his or her coverage has become effective and has not terminated.

**Insured Percent:** The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

**[ Intensive Care Unit:** A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.]

**Medically Necessary:** A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of Sickness or Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of the [Insured] [Covered Person], the [Insured's] [Covered Person's] family, Doctor, Hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply or drug is Medically Necessary.

**Mental or Nervous Disorder:** Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the [Insured] [Covered Person].

**[ No Other Insurance Deductible:** A dollar amount of Covered Charges the [Insured] [Covered Person] must pay before We pay any benefits when no Other Valid and Collectible Insurance or Plan contributes toward payment of a claim. The No Other Insurance Deductible is shown on the Schedule of Benefits. ]

**[ Orthopedic Appliances:** Any supportive device or appliance used in treating the [Insured's] [Covered Person's] Injury. ]

**Other Valid and Collectible Insurance or Plan:** Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy;
- any amount payable for services or injuries or diseases related to the [Insured's] [Covered Person's] job to the extent that he actually received benefits under a Worker's Compensation Law. If the [Insured] [Covered Person] enters into a settlement to give up his or her rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the [Insured] [Covered Person] after he or she becomes disabled while insured hereunder; or
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

**[ Paralysis or Paralyzed:** The complete inability to move one or more limbs as the result of neurological damage. This condition must be diagnosed and regularly treated by a Doctor. ]

**[ Paraplegia:** The complete loss of function of the lower extremities of the body with involvement of both legs. ]

**[Period of Disability:** An interval of continuous Disability. A Period of Disability will be treated as part of a prior Period of Disability if it is due to the same or related causes as the prior period and it is separated from the prior period by less than [90] days of return to Active Work. ]

**[ Physical Therapy:** Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage. ]

**[Physiotherapy:** Heat treatment; diathermy; microtherm; ultrasonic; adjustment; manipulation; massage therapy and acupuncture. ]

**Policyholder:** The entity to which this Policy is issued.

**[ Policy Year:** The period of 12 months following the Policy's Effective Date. ]

**[ Pre-existing Condition:** A condition for which medical care, treatment, diagnosis or advice was received or recommended within the [6] [12] months prior to the [Insured's] [Covered Person's] Effective Date of coverage under this Policy. ]

**[ Prescription Drugs:** Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the [Insured's] [Covered Person's] outpatient use. ]

**[ Quadriplegia:** The complete loss of both the upper and lower extremities of the body with involvement of both arms and both legs. ]

**[ Qualifying Medical Maximum Amount:** The maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits. ]

**Reasonable and Customary Charges, Fees or Expenses:** The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate; or
- the charge which would have been made by the provider (Doctor, Hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by us for the same service or supply.

“Geographic Area” means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Reasonable and Customary Charges, Fees or Expenses as used in this Policy to describe expense, will be considered to mean the payment system in effect at Policy issue as shown in the Schedule of Benefits.

**[Rehabilitation Facility:** An institution, or part of an institution, licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations or the Commission on Accreditation of Rehabilitation Facilities;
- is primarily engaged in providing comprehensive multi-disciplinary physical services or rehabilitation inpatient care; and
- has a transfer agreement with one or more Hospitals.

Rehabilitation Facility does not include an institution which provides only minimal care, custodial care, care for the terminally ill, or part-time care services. It also does not include an institution which primarily provides treatment for mental disorders; chemical dependency or tuberculosis, except if such facility is licensed, certified, or approved as a rehabilitation facility for the treatment of medial conditions; drug addiction or alcoholism. ]

**Residence:** The home and land or property on which the [Insured’s] [Covered Person’s] dwelling or home is located.

**Sound Natural Teeth:** Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

**[ Urgent Care Center:** A healthcare facility, separate and distinct from a Hospital, providing immediate short term medical care for minor conditions without an appointment but where immediate medical care is necessary. ]

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## [ CONDITIONS OF INSURANCE

### ELIGIBILITY

Eligible Persons are eligible to enroll for coverage under this Policy.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective on the later of:

- The Effective Date shown on the application; or
- The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Insured:** Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits on the Effective Date of this Policy. If the Policyholder desires to continue coverage, We will issue a new Policy for a new Policy term, subject to then current underwriting requirements.

**[ Insured: Football Only Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's football team;
- the last day of regularly scheduled football activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: All Other Sports Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams, excluding football;
- the last day of regularly scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: All Sports Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be a member of the Policyholder's sports teams;
- the last day of regularly scheduled sports activity;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: [On-Premises] Student Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: 24-Hour-A-Day Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person; or
- the end of the period for which any applicable premium has been paid. ]

**[ Insured: Other Accident Coverage:** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Insured ceases to be an Eligible Person;] or
- the end of the period for which any applicable premium has been paid. ]

## [ CONDITIONS OF INSURANCE

### ELIGIBILITY

An Eligible Person, as shown on the Schedule of Benefits, is eligible to be insured on the Policy Effective Date, or the date he or she becomes eligible, if later.

We maintain the right to investigate eligibility status to verify that eligibility requirements are met. If We discover that eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### EFFECTIVE DATE

**Policyholder:** This Policy shall be effective[, subject to receipt of premium,] on the later of:

- The Effective Date shown on the application; or
- The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

**Covered Person:** Coverage is effective[, subject to receipt of premium,] on the earlier of:

- the Policy Effective Date; or
- [the date the Eligible Person is eligible;]
- [the date of enrollment.]

### [Dependents Acquired After Effective Date:

**Newborn Child:** An Insured's newborn child is automatically covered from the moment of birth until such child is 31 days old. Coverage for such child will be for Injury. However, the Insured must notify Us in writing within 31 days of such birth and pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 31 day period.

**Adopted Child:** Coverage for an adopted child is effective upon the earlier of the date of placement for the purpose of adoption or the date of entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. Coverage for such child will be for Injury. However, the Insured must notify Us in writing within 31 days of such adoption and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 31 day period.

**Other Than Newborn or Adopted Child:** A person who qualifies as a Dependent after the Effective Date of coverage may be insured under this Policy. Enrollment and premium must be received by Us within 31 days after the date the person first qualifies as a Dependent, and the required premium must be paid. Coverage is effective upon receipt of enrollment and premium by Us or Our authorized representative. ]

### TERMINATION

**Policyholder:** This Policy is issued for the term stated on the Schedule of Benefits on the Effective Date of this Policy. If the Policyholder desires to continue coverage, We will use a new Policy for a new Policy term, subject to then current underwriting requirements.

**Covered Person: 24-Hour-A-Day Accident Coverage.** Coverage will terminate at the earlier of:

- the date the Policy terminates;
- [the date the Covered Person ceases to be an Eligible Person;]
- [the last day of the period for which Premium has been paid following the date a Dependent ceases to be a Dependent as defined;] or
- the end of the period for which any applicable premium has been paid.

AXXC1102]

## SCOPE OF ACCIDENT COVERAGE

**[ Football Only Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in football competitions which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from football competitions in a Designated Vehicle. ]

**[ All Other Sports Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from athletic competitions, except football, in a Designated Vehicle. ]

**[ All Sports Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- Participating in athletic competitions, except football, which are officially authorized, sanctioned and scheduled by the Policyholder, and governed by the rules and regulations of the appropriate athletic/activities association. This includes related:
  - pre-competition activities;
  - practice sessions; [and]
  - sponsored team travel authorized, organized and supervised by the Policyholder[; and] [.]
  - [ • off season physical conditioning.]
- Traveling directly and uninterruptedly to or from athletic competitions, except football, in a Designated Vehicle. ]

**[On-Premises] [Student] Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred while the Insured is:

- [ • On the Policyholder's premises:
  - During the hours and on the days when Policyholder is in session[, including one hour before and after]; or
  - During the hours and on the days when Policyholder is not in session while the Insured is participating in or attending any Covered Activity.]
- [ • Away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session. ]
- [ • Traveling directly and uninterruptedly to or from the Insured's Residence to attend regular Policyholder sessions. ] ]

**[ 24-Hour-A-Day Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured] [all Insureds] will be covered for Injury which is incurred on a 24-hour per day basis. ]

**[ Other Accident Coverage:** If this option is shown on the [application][enrollment form], [an Insured][all Insureds] will be covered for Injury which is incurred as described in Scope of Coverage on the Schedule of Benefits. ]

AXXSC104



**[ACCIDENTAL DEATH [AND] [,] DISMEMBERMENT[, LOSS  
OF SIGHT, SPEECH AND HEARING] [LOSS DUE TO  
HEMIPLEGIA, PARAPLEGIA OR QUADRIPLÉGIA] [LOSS DUE  
TO HEART OR CIRCULATORY MALFUNCTION] BENEFIT**

If, within 365 days from the date of an Accident, Injury from such Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. If the [Insured] [Covered Person] sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the [Insured] [Covered Person] is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. [Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means.] [Loss of a thumb and index finger means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).] Severance means the complete separation and dismemberment of the part from the body.

[Loss due to hemiplegia means the complete loss of one side of the body with involvement of the arm and leg. Loss due to paraplegia means the complete loss of function of the lower extremities of the body with involvement of both legs. Loss due to quadriplegia means the complete loss of both the upper and lower extremities of the body with involvement of both arms and both legs.]

[Loss due to heart or circulatory malfunction means disease or illness of the heart or circulatory system which:

- is first diagnosed and treated while the [Insured's] [Covered Person's] coverage under the Policy is in force and occurs in a Policyholder scheduled game or supervised practice, within 24 hours after participation; and
- the [Insured] [Covered Person] has not before such participation been medically advised or/or has received any medical treatment for such heart or circulatory malfunction. ]

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

AXXADD400 ]

## [ [OPTION 1] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

The Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.

We will pay the Insured Percent of incurred Covered Charges, in chronological order, which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan subject to the Qualifying Medical Maximum Amount or the Maximum Benefit Amount, Per Injury, whichever occurs first. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. [Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision.]

AXXBP101 ]

## [ [OPTION 2] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, [ during the Deductible Period, ] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, [ during the Deductible Period, ] We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the Policy.

AXXBP201 ]

### [ [OPTION 3] ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

#### No Other Valid and Collectible Insurance or Plan

After the [disappearing] Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of this Policy.

#### Other Valid and Collectible Insurance or Plan

The Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.

After the [disappearing] deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges, in chronological order, which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan subject to the Qualifying Medical Maximum Amount or the Maximum Benefit Amount, Per Injury, whichever occurs first. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the [Insured] [Covered Person].

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the excess provision.

AXXBP301 ]

## **[ [OPTION 4] ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

AXXBP400 ]

## **[[OPTION 6] ACCIDENT MEDICAL EXPENSE BENEFITS**

We will pay benefits, as defined and limited below, for Covered Charges incurred by the [Insured] [Covered Person] due to Injury. A Covered Charge is the Reasonable and Customary charge for a service or supply which is performed or given under the direction of a Doctor for the treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

### No Other Valid and Collectible Insurance or Plan

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

### Other Valid and Collectible Insurance or Plan

- If Other Valid Collectible Insurance or Plan exists, other than a policy issued to the Policyholder which provides similar Accident coverage:

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the [Insured's] [Covered Person's] entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by the [Insured] [Covered Person] or on the [Insured's] [Covered Person's] behalf.

- If Other Valid Collective Insurance or Plan is another policy issued to the Policyholder providing similar Accident coverage:

[After the Deductible has been satisfied,] We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

**Primary Benefit Amount:** If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will subject the entire claim to the Excess Provision.

AXXBP600 ]

## **[ ACCIDENT MEDICAL EXPENSE BENEFIT LIMITATION**

Failure by the [Insured][Covered Person] to follow the terms and conditions of Other Valid Collectible Insurance or Plan will result in a benefit reduction of eligible Covered Charges to 50% of the amount otherwise payable.

AXXBPL100 ]

## **[ CATASTROPHIC CASH BENEFIT**

We will pay benefits, as defined and limited below, if the [Insured] [Covered Person] as the result of an Injury sustains Paralysis, Coma or Brain Death.

Benefits are payable only for Paralysis, Coma or Brain Death which:

- occurs within 180 days of the Accident;
- continues for the duration of the Catastrophic Waiting Period; and
- is diagnosed by a Doctor as being complete and not reversible.

### Catastrophic Lump Sum Benefit

The Catastrophic Lump Sum Benefit will be paid based on the Table of Losses for the Catastrophic Benefit after Paralysis, Coma or Brain Death has continued for 180 days. The Table of Losses and the Catastrophic Cash Benefit are shown on the Schedule of Benefits.

### Catastrophic Monthly Benefit

The Catastrophic Monthly Benefit begins 30 days after payment of the Catastrophic Lump Sum Benefit and continues monthly until the earlier of:

- the end of the [Insured's] [Covered Person's] Paralysis, Coma or Brain Death;
- the death of the [Insured] [Covered Person]; or
- the end of the Catastrophic Benefit Period.

### Catastrophic Maximum Amount

All payments, including the Catastrophic Lump Sum Benefit and all Catastrophic Monthly Benefits will not exceed the Catastrophic Maximum Amount.

This benefit is subject to all the definitions, limitations, exclusions and other provisions of this Policy.

AXXCCB100 ]

## **[ DISABILITY INCOME BENEFIT**

We will pay the Disability Income Benefit when the Insured is disabled due to Injury. We will start paying the Disability Income Benefit after the Elimination Period. Disability must start within [30] days after the Accident causing the Injury. The injury must occur while coverage under the Policy is in force. We will not pay benefits for Disability longer than the Disability Income Maximum Benefit Period. The Disability Income Benefit, Disability Income Maximum Benefit Period and Elimination Period are shown in the Schedule of Benefits.

Disability starts on the date of the first treatment by a Doctor for the Disability. Disability is considered to continue, and the Disability Benefit will be paid, only while the Insured is under the care of a Doctor for the cause of the Disability. The Doctor must state in writing that the Insured continues to be Disabled.

AXXDI100 ]

## **[ SUPPLEMENTAL INDEMNITY BENEFIT**

We will pay a benefit for treatment, services and supplies listed below which are provided to the [Insured] [Covered Person] due to Sickness which first manifests itself during participation in a Covered Activity. The treatment, services and supplies must be Medically Necessary and provided under the direction of a Doctor. Treatment or service must occur while coverage under this Policy is in force.

Payment of the benefit is subject to the:

- Supplemental Indemnity Amount, Per Sickness; and
- Definitions, limitations, exclusions and other provisions of this Policy.

The Supplemental Indemnity Amount, Per Sickness is shown in the Schedule of Benefits.

Treatment or service is considered incurred on the date the treatment or service is rendered or the supply is furnished.

We will pay the indemnity amount shown on the Schedule of Benefits for treatment, services or supplies for:

- Hospital outpatient expense.
- Hospital Emergency care.
- Doctor's fees.

As used in this provision, Sickness means illness or disease which first manifests itself during a Covered Activity. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness.

AXXSIB100 ]

## **[ HOSPITAL INDEMNITY BENEFIT**

We will pay a benefit when [You are] [a Covered Person is] Hospital Confined due to an Injury. Hospital Confinement must be Medically Necessary and provided under the direction of a Doctor. Hospital Confinement must occur while coverage under this Certificate is in force.

Payment of the benefit is subject to the :

1. Hospital Indemnity Benefit Amount, [Per Injury];
2. Hospital Indemnity Benefit Waiting Period; and
3. Definitions, limitations, exclusions and other provisions of this Certificate.

The Hospital Indemnity Benefit Amount and the Hospital Indemnity Benefit Waiting Period are shown in the Schedule of Benefits.

AXXHIB100 ]



## **[ MEDICAL EVACUATION AND REPATRIATION BENEFIT**

### **MEDICAL EVACUATION**

We will pay the Reasonable and Customary Charges incurred up to the maximum shown on the Schedule of Benefits to evacuate [an Insured] [a Covered Person] to his or her home country to obtain further medical treatment if such evacuation is recommended by the [Insured's] [Covered Person's] Doctor. The evacuation must be Medically Necessary and follow a Hospital Confinement of at least 5 days. The Medical Evacuation Benefit must be approved by Us in advance.

No additional benefits will be paid under the Medical Expense Benefit.

### **REPATRIATION**

If [an Insured] [a Covered Person] dies, a benefit will be paid for preparing and transporting the remains of the deceased to his home country. This benefit is limited to the Repatriation Benefit shown in the Schedule of Benefits.

Expenses include:

- The preparation and transportation of the body from the place of death to the place of funeralization; or
- If cremated, the shipping of remains from the crematorium to the final resting destination.

If the body is to be transported, it includes:

- Preparation of the body, including embalming.
- Transportation by a common carrier.

The shipping of cremated remains will be in an appropriate container, through commercial postal services. This benefit will not pay for the cost of the urn. Benefits payable will be limited to either transporting the body or shipping of the cremated remains, but not both. The Repatriation of Remains Benefit must be approved in advance by Us.

AXXMER100 ]

## **[ OUT-OF-NETWORK OPTION**

[ When Other Valid and Collectible Insurance or Plan denies benefits because the [Insured] [Covered Person] failed to utilize an authorized medical vendor or chose not to utilize other Valid and Collectible Insurance or Plan for any reason, We will pay expense incurred that We would have paid in the absence of such Other Valid and Collectible Insurance or Plan. The [Insured] [Covered Person] must provide Us with proof of such denial. ]

[ When Other Valid and Collectible Insurance or Plan denies benefits because the [Insured] [Covered Person] failed to utilize an authorized medical vendor or chose not to utilize other Valid and Collectible Insurance or Plan for any reason, We will pay expense incurred that We would have paid had the [Insured] [Covered Person] used the proper medical vendor. The [Insured] [Covered Person] must provide Us with proof of such denial. ]

[ When Other Valid and Collectible Insurance or Plan denies benefits and requires the [Insured] [Covered Person] to use an authorized medical vendor despite the Policyholder's attempts to have the Other Valid and Collectible Insurance or Plan approve an out-of-network vendor, We will pay expense incurred up to a Maximum Benefit Amount, Per Injury of \$10,000. ]

AXXOT101 ]

## [ EXCLUSIONS

This Policy does not provide benefits for:

- Treatment, services or supplies which:
    - Are not Medically Necessary;
    - Are not prescribed by a Doctor as necessary to treat an Injury;
    - Are determined to be Experimental/Investigational in nature;
    - Are received without charge or legal obligation to pay;
    - Are received from persons employed or retained by the School or any Family Member, unless otherwise specified; or
    - Are not specifically listed as Covered Charges in this Policy.
  - [ • Intentionally self-inflicted Injury.]
  - [ • Injury received while violating or attempting to violate any duly enacted law.]
  - [ • Injury by acts of war, whether declared or not.]
  - [ • Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly scheduled commercial airline.]
  - [ • Injury covered by Worker's Compensation or the Occupational Disease Law [or mandatory no-fault automobile insurance]].
  - [ • Treatment of illness, disease or infections, except pyogenic infections or bacterial infections which result from the accidental ingestion of contaminated substances.]
  - [ • Heat exhaustion.]
  - [ • Treatment of [Osgood-Schlatter's disease;] [appendicitis;] [osteomyelitis;] [pathological[or stress] fractures;] [congenital weakness;] [hernia;] [TMJ;] [fainting;] [headaches;] [boils;] [blisters;] [spondylolysis;] [osteochondritis dissecans;] [poison ivy;] [bee stings;][detached retina unless directly caused by Injury;] [or Mental or Nervous Disorders [whether or] not caused by Injury]].
  - [ • Injury contributed to by the use of alcohol or drugs not prescribed by a Doctor.
  - [ • Injury caused by or contributed to by aggravation or reinjury of a Pre-existing Condition. ]
  - [ • Suicide or attempted suicide while sane; [or self-destruction or an attempt to self-destroy while insane.] ]
  - [ • Expense incurred for the use of orthotics unless used exclusively to promote healing. ]
  - [ • Off season, physical conditioning for interscholastic sports. The "official season" for each specific covered sport is the period within the dates determined by the State High School Athletic Association for the practice and play of that sport. ]
  - [ • Heart and/or circulatory malfunction resulting from participation in a Covered Activity, unless specifically provided for in the Policy.]
  - [ • Repetitive motion Injuries, [strains,] [hernia,] [tendinitis,] [bursitis] [and] [health exhaustion] [not related to a specific Injury]. ]
  - [ • Any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures. ]
- AXXEX102]
- [ • Services of an assistant surgeon[ or Doctor] when surgery is performed. ]
  - [ • Re-injury or complications of an Injury which occurred prior to the Policy's Effective Date. ]
  - [ • Congenital or pre-disposing conditions or aggravation of a Pre-existing Condition. ]
  - [ • Dental treatment, except as specifically stated. ]
  - [ • Eyeglasses,[ contact lenses, routine eye exams] or prescriptions therefor.]
  - [ • Hernia[, any type][, regardless of cause] [or slipped femoral capital epiphysis] [or pathological fracture]. ]
  - [ • Injury sustained during on-the-job training.]
  - [ • Injury sustained fighting[ or brawling][, except in self-defense][,except as an innocent victim]. ]
  - [ • Injury sustained while committing or attempting to commit a felony. ]
  - [ • Injury sustained while voluntarily participating in a riot[or civil commotion][or disturbance of any kind].]
  - [ • Injury which is self-inflicted[, or caused by the [Insured's] [Covered Person's] own words or actions.]]
  - [ • Loss resulting from a pathological fracture or fracture through the site of a bone cyst. ]
  - [ • Loss resulting from private air travel. ]

- [ • Non-surgical services of a Doctor when a surgical operation is performed. ]
- [ • Prescription Drugs[, crutches][, braces][, artificial limbs][, etc.], except as specifically stated. ]
- [ • That part of medical expense payable by any automobile insurance policy without regard to fault.
- [ • Treatment of bacterial infections (except infections due to accidental open cuts) or accidental ingestion of contaminated materials. ]
- [ • Treatment of sickness or disease in any form[,mental derangement or neurasthenia][, blisters][, insect bites][, frostbite][, heat exhaustion][ or sunstroke][or pathological fractures. ]
- [ • Treatment of sickness or disease in any form; [blisters caused by recurrent friction;] [exposure to vegetation poisoning] [unless attributable to a specific incident occurring while covered under the Policy].]
- [ • Treatment of temporomandibular joint dysfunction and associated myofacial pain. ]
- [ • Treatment of [vegetation [or ptomaine] poisoning] [or] [bacterial infections, [except pyogenic infections due to accidental open cuts. ]]

AXXEX300

- [ • Injury caused by or contributed to by aggravation of a Pre-existing Condition.]
- [ • Orthodontics and damage to or loss of dentures or bridges.]

AXXEX310

- [ • Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs. ]
- [ • Loss resulting from intoxication; or the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor. ]
- [ • Loss resulting from being under the influence of any drugs or narcotic unless administered on the advice of a Doctor. ]
- [ • Injury sustained skiing [or participating in a rodeo]. ]
- [ • Injury sustained while operating, riding in or upon, mounting or alighting from, any two- or three- [or four- ]wheeled [recreational] motor/engine driven vehicle[ or snowmobile] [or all terrain vehicle (ATV)]. ]
- [ • Injury sustained scuba diving[, surfing] [, roller skating] [, skateboarding] [or] [rodeo]. ]
- [ • Treatment rendered by any person retained by the Policyholder. ]

AXXEX400

- [ • Any expense for which benefits are payable under a Catastrophic Accident Insurance Program of the State Interscholastic Activities Association. ]
- [ • Injury sustained while participating in or practicing for any [professional][, intercollegiate][ or club] sports activity, except as specifically provided.
- [ • Injury sustained while participating in or practicing for ice hockey or senior high interscholastic football, including travel[, unless optional coverage has been purchased.]
- [ • Injury sustained while participating in or practicing for interscholastic athletics, including travel. ]
- [ • Injury sustained while participating in or practicing for interscholastic sports or grades 9 through 12 tackle football, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for interscholastic tackle football, including travel, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for interscholastic tackle football in grades 9 through 12, including travel, unless optional coverage has been purchased. ]
- [ • Injury sustained while participating in or practicing for semi-professional football; football as a member of any organized team or league other than interscholastic; senior high school interscholastic football, soccer, hockey or lacrosse, unless optional coverage is purchased. ]
- [ • Injury sustained while participating in or practicing for senior high school interscholastic football, including travel, unless the Policyholder arranges for coverage. ]
- [ • Injury sustained while participating in or practicing for tackle football in grades 9 through 12, including travel, unless optional coverage has been purchased. ]

AXXEX500

- [ • Use of electric, bio-mechanical devices.]
- [ • Injury which occurs while the [Insured] [Covered Person] is on active duty service in any armed forces. Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.]
- [ • Injury sustained flying in an ultra light, hang gliding, parachuting or bungi-cord jumping.]
- [ • Injury sustained where the [Insured] [Covered Person] is the operator and does not possess a current and valid motor vehicle operator's license, except in a Driver's Education Program.]
- [ • Injury that is the result of poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a Doctor.]
- [ • Expense incurred in connection with plastic or cosmetic surgery or procedures unless required by Injury. ]
- [ • Injury sustained during the practice or play in any Policyholder's sponsored sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy. ]
- [ • Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay. ]
- [ • Cosmetic surgery, except for reconstructive surgery on an injured part of the body. ]
- [ • Injury resulting from participation in or practice for any activity which is not supervised and sponsored by the Policyholder or school. ]
- [ • Services or supplies furnished by the Policyholder's infirmary, its employees or Doctors who work for the Policyholder. ]

AXXEX600

- [ • Covered Charges incurred outside of the United States or its possessions. ]
- [ • Covered Charges incurred outside of the United States or its possessions, unless such Covered Charges are incurred while the [Insured] [Covered Person] is on a trip of not more than [30][60] days.]

AXXEX700 ]

- [ • Injury resulting from participation in an organized sports for Covered Persons over the age of 18. ]
- [ • Physical Therapy or Physiotherapy, spinal manipulation, and manual manipulative treatment or therapy, where allowed. ]

AXXEX800

## **[ EXCLUSIONS**

This Policy does not provide benefits for:

- Treatment, services or supplies which:
  - Are not Medically Necessary;
  - Are not prescribed by a Doctor as necessary to treat an Injury;
  - Are determined to be Experimental/Investigational in nature.;
  - Are received without charge or legal obligation to pay;
  - Are received from persons employed or retained by the School or any Family Member, unless otherwise specified.
  - Are not specifically listed as Covered Charges in this Policy.
- Intentional self-inflicted Injury, self-destruction or attempted self-destruction, while sane or insane.
- Injury incurred during the [Insured's] [Covered Person's] commission of, or attempted commission of, a criminal or felonious act.
- Injury incurred as result of the [Insured's] [Covered Person's] being intoxicated, or being under the influence of drugs or narcotics unless used as prescribed by a Doctor for a medical condition other than drug addiction. The [Insured] [Covered Person] shall be presumed to be intoxicated if the level of alcohol in his or her blood is determined to exceed the level above which a person is held, under the law of the location at which the covered Accident occurs, to be intoxicated if operating a motor vehicle, regardless of whether the [Insured] [Covered Person] is in fact operating a motor vehicle when the Covered Accident occurs.
- Sickness, except:
  - As provided in the optional Supplementary Indemnity Benefit of the Policy.
  - When treatment is rendered Medically Necessary by Injury; or
  - In the event of a cardiovascular accident or stroke or other similar traumatic event caused by exertion while participating in a Covered Activity; or
  - In the event of the aggravation of a condition such as tendinitis, strains, sprains, and other similar conditions, caused by exertion while participating in a Covered Activity.

AXXEX200 ]

## **[ PRE-EXISTING CONDITION LIMITATION**

Coverage for a Pre-existing Condition is limited to the Pre-existing Condition maximum Amount until the end of a 12 month period following the [Insured's] [Covered Person's] effective date of coverage under the Policy. The Pre-existing Condition maximum Amount is shown on the Schedule of Benefits.

AXXPRES200 ]

## **[NON-DUPLICATION OF BENEFITS**

If [You] [a Covered Person] is covered by any other blanket or group health care plan; and would, as a result, receive total medical expense or service benefits in excess of the expenses actually incurred; then the Accident Medical Expense benefits payable under the Policy will be reduced by such excess amount. This Non-duplication of Benefits provision does not apply if the Policy is considered primary under any coordination of benefit guidelines contained in the other health care plans.

AXXCOS200

## **PREMIUM**

**Payment of Premium/Due Date:** All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and required premium are received at our home office or by the general agent.

**Returned or Dishonored Payment:** If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

AXXPP100

## CLAIM PROVISIONS

**Notice of Claim:** Written notice of claim must be given to the Company or its authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify the [Insured] [Covered Person].

**Claim Forms:** The company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

**Proof of Loss:** Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the Company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within 60 days, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

**Time of Payment of Claims:** Benefits will be paid as soon as We receive proper proof of loss unless this Policy provides for periodic payment. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

**[Payment of Claims:** Benefits payable under this Policy for loss of life will be paid to the [Insured's] [Covered Person's] next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the [Insured's] [Covered Person's] death may, at Our option, be paid to the [Insured's] [Covered Person's] next of kin or to the [Insured's] [Covered Person's] estate. All other benefits will be payable to the [Insured] [Covered Person] or the medical services provider if We have received a valid assignment by the [Insured] [Covered Person].

If any indemnity of this Policy shall be payable to the estate of the [Insured] [Covered Person] or to an [Insured] [Covered Person] who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the [Insured] [Covered Person] or of the legal or natural guardian of the [Insured] [Covered Person], if the [Insured] [Covered Person] is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.]

**[Payment of Claims:** Benefits payable under this Policy for loss of life will be paid to the [Insured's] [Covered Person's] next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the [Insured's] [Covered Person's] death may, at Our option, be paid to the [Insured's] [Covered Person's] next of kin or to the [Insured's] [Covered Person's] estate. All other benefits will be payable to the medical services provider.

If any indemnity of this Policy shall be payable to the estate of the [Insured] [Covered Person] or to an [Insured] [Covered Person] who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the [Insured] [Covered Person] or of the legal or natural guardian of the [Insured] [Covered Person], if the [Insured] [Covered Person] is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service will be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.]

**Physical Examination and Autopsy:** The Company, at its own expense, shall have the right and opportunity to examine the [Insured] [Covered Person] as it may reasonably require while a claim is pending. The Company, at its own expense, may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

**Legal Actions:** A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

**Subrogation:** When benefits are paid to or for the [Insured] [Covered Person] under the terms of this Policy, We shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such [Insured] [Covered Person] against any person who might be acknowledged as liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to the recovery by the Company of the benefits it has paid for such hospitalization and treatment and the Company shall pay fees and costs associated with such recovery.

AXXCP101

## GENERAL PROVISIONS

**Entire Contract; Changes:** This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Failure by Company to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

Company has full, exclusive and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

**Incontestability:** All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

**Insurance Class:** Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Company when a change of Insurance Class occurs for the [Insured] [Covered Person].

**Clerical Error:** If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if: (a) the Policyholder makes a written request for coverage on a form approved by the Company; and (b) any premium not paid because of the error is paid in full from the effective date of coverage. Company reserves the right to limit retroactive coverage to two months proceeding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Company for the overpayment.



**Information and Records:** The Policyholder shall provide Company information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the [Insured] [Covered Person] coverage terminates.

**Non-Participating:** The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

**Conformity With State Statutes:** If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

**Certificate of Insurance:** Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

AXXGP100

## SCHEDULE OF BENEFITS

### POLICYHOLDER INFORMATION

<b>Policy Number:</b>	[123,456]
<b>Policyholder:</b>	[ABC School]
<b>Policy Effective Date:</b>	[September 1, 2000]
<b>Policy Term:</b>	[September 1, 2000 to September 1, 2001]
<b>Eligible Persons:</b>	[Students who are enrolled and attending the Policyholder's School as Full-Time Students]
<b>Scope of Coverage:</b>	[On-Premises and Covered Activity Accident Coverage] [Football Only]
<b>[Insured] [Covered Person] Effective Date:</b>	[The date premium is received by Us or Our representative but not prior to the opening day of School except in the case of Football Coverage, in which case coverage will begin on the first official day of practice.]

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### [ACCIDENTAL DEATH [AND] [,] DISMEMBERMENT[, LOSS OF SIGHT, SPEECH AND HEARING] [LOSS DUE TO HEMIPLEGIA, PARAPLEGIA OR QUADRIPLÉGIA] [LOSS DUE TO HEART OR CIRCULATORY MALFUNCTION] BENEFIT

[Loss of Life .....	[\$10,000]]
[Loss of Both Hands .....	[\$20,000]]
[Loss of Both Feet .....	[\$20,000]]
[Loss of the Entire Sight of Both Eyes .....	[\$20,000]]
[Loss of One Hand or One Foot .....	[\$10,000]]
[Loss of One Hand and Entire Sight of One Eye .....	[\$20,000]]
[Loss of One Foot and the Entire Sight of One Eye .....	[\$20,000]]
[Loss of Speech or Hearing (both ears) .....	[\$20,000]]
[Loss of Hearing One Ear .....	[\$10,000]]
[Loss of Thumb and Index Finger of the Same Hand .....	[\$5,000]]
[Loss due to Hemiplegia .....	[\$10,000]]
[Loss due to Paraplegia .....	[\$10,000]]
[Loss due to Quadriplegia .....	[\$10,000]]
[Loss Due to Heart or Circulatory Malfunction .....	[\$10,000]]

[Policy Year Aggregate Loss of Life Maximum ..... [\$100,000]]

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### [ [OPTION I] ACCIDENT MEDICAL EXPENSE BENEFITS

<b>Maximum Benefit Amount, Per Injury .....</b>	<b>[\$12,000]</b>
<b>Qualifying Medical Maximum Amount, Per Injury .....</b>	<b>[the first \$25,000]</b>
<b>Insured Percent .....</b>	<b>[100%]</b>
<b>Ingenix Payment System Percentile .....</b>	<b>[90<sup>th</sup>]</b>
<b>Initial Treatment Period .....</b>	<b>[60 days]</b>
<b>Benefit Period .....</b>	<b>[52 weeks]</b>
<b>Primary Benefit Amount .....</b>	<b>[\$100]</b>

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## [ [OPTION 2] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
Deductible, Per Injury .....	[\$100]
[Deductible Period .....	[24 months][12 months]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

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## [ [OPTION 3] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury [ .....	[\$12,000] ]
[ Football Only Accident Coverage .....	[\$5,000] ]
[ Student Accident Coverage .....	[\$10,000] ]
Qualifying Medical Maximum Amount, Per Injury .....	[the first \$25,000]
[Disappearing][No Other Insurance] Deductible, Per Injury .....	[\$50]
Insured Percent .....	[100%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

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## [ [OPTION 4] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
[ Deductible, Per Injury .....	[\$100] ]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	[60 days]
Benefit Period .....	[52 weeks]

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## [ [OPTION 6] ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury .....	[\$25,000]
Deductible, Per Injury .....	[\$100]
Insured Percent .....	[80%]
[Captiva] Payment System Percentile.....	[90 <sup>th</sup> ]
Initial Treatment Period .....	60 days
Benefit Period .....	[52 weeks]
Primary Benefit Amount .....	[\$100]

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## [ CATASTROPHIC CASH BENEFIT

<b>Catastrophic Maximum Amount</b> .....	[\$500,000][\$600,000][\$1,000,000][\$1,200,000]
<b>Catastrophic Maximum Benefit Period</b> .....	[10 years] [20 years]
<b>Catastrophic Waiting Period</b> .....	[180 days]
<b>Catastrophic Lump Sum Amount</b> .....	[\$100,000][\$150,000][\$160,000][\$200,000]
<b>Catastrophic Monthly Payment Amount</b> .....	[\$3,333.33][\$X,XXX][\$3,500.00][\$X,XXX]
<b>Table of Losses</b> .....	<b>Percentage of Catastrophic Maximum Amount</b>
Coma .....	100%
Brain Death .....	100%
Paralysis of:	
Both upper and lower limbs .....	100%
Both lower limbs .....	100%
One lower and one upper limb .....	100%
One lower limb or one upper limb .....	50%
Paralytic conditions not stated above will be paid in proportion to comparable severity to those described above.	

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## [ COVERED CHARGES

Treatment, services or supplies incurred for:
[Hospital room and board, and general nursing care[, up to the semi-private room rate] [limited to [30] days] [, limited to a maximum of [\$125 per day] [for the first day and [\$125} each day thereafter]. [Hospital Confinement must begin within [120] days after the Accident] ].
[Intensive Care[, limited to a maximum of [\$125] per day] ].
[Hospital miscellaneous expense [during Hospital Confinement [or for outpatient surgery under general anesthetic] [, such as the cost of the operating room, laboratory tests, x-ray examinations, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies] [, limited to a maximum of[\$400] [, limited to [30] days] ] [Includes x-ray and professional fees]. ]
[Operating room expense[, up to a maximum benefit of \$100]. ]
[Doctor's fees for surgery[, in accordance with data provided by [Medicode, Inc.]] [in accordance with the Surgical Schedule[, using [\$100] per unit value] [, limited to a maximum of[\$2,500] ] [No more than one surgical procedure will be covered when multiple procedures are performed through the same incision or in immediate succession.] [Includes suturing, cutting and reduction of fractures. ]]
[Assistant surgeon expense. ]
Anesthesia services[, limited to 25% of the surgical fee.] [If anesthesia is administered by the attending Doctor or his assistant, or if the charge is made by the Hospital for a nurse anesthetist or an anesthesiologist, the fee payable shall be [50%] of the surgical expense]. ]
Doctors visits, inpatient and outpatient[, limited to a maximum of [\$30 each visit] ]. ]
[ Doctors visits[, including Physical Therapy] [, limited to 1 visit per day and does not apply when related to surgery[ or Physical Therapy] ] [up to [\$60] for the first visit and [\$30] for each visit thereafter][limited to a maximum benefit of [30] visits]. [Physical Therapy is limited to [5] visits.]
[Hospital Emergency care [except surgery] [or care in other Emergency facility][, limited to a maximum of [\$175]. [Includes all items of expense [in addition to] [other than] x-ray and Doctor benefits]. ]
[Outpatient services[, limited to a maximum of [\$250] ].
[Outpatient imaging procedures, including x-rays and interpretation for:
• Fracture or dislocation[, up to a maximum benefit of [\$160];
• No fracture or dislocation[, up to a maximum benefit of [\$60]; and
• MRI/CAT scan[, up to a maximum benefit of [\$200] ]. ]
[X-ray and laboratory services[, limited to a maximum of [\$150] ].
[ Home Health Care[, limited to a maximum of [\$625] ]. ]
[Ambulance expense[, limited to a maximum of [\$100].] [Payment shall be made to the medical transportation provider directly. ] ].
[ Urgent Care Center expense[, limited to a maximum of [\$150] ].
[ Orthopedic Appliances [furnished by the Hospital] [, limited to a maximum of [\$100] ].

[ Orthopedic Appliances, including [artificial limbs] [, braces] [, rental of] [crutches] [, wheelchairs] [,shoes or inserts] [up to a maximum benefit of [\$50] ]. ]
[ Casts, non-surgical[, up to a maximum benefit of [\$25] ]. ]
[ Durable Medical Equipment[, limited to a maximum of [\$100] ].
[ Eyeglass replacement expense for broken eyeglasses or lenses resulting from an Injury requiring medical treatment. ]
[ Physical and occupational rehabilitation expense provided by a licensed medical practitioner or under the supervision of a Rehabilitation Facility[, limited to a maximum of [\$5,000] ].
[ Prescription Drugs[, limited to a maximum of [\$250] ]. ]
[ Dental treatment [for Injury to Sound Natural Teeth][, limited to [\$200] per tooth, up to a maximum of [\$500] ]. [Optional dental expenses increase the maximum benefit up to [\$40] per tooth.] [Future dental treatment payable only if the preceding per tooth maximum has not been used within the Benefit Period, and then only upon approval of a Certificate of Future Dental Care which must be filed within the Benefit Period, up to a maximum benefit of [\$600]. ] ]
[ Physical Therapy and/or treatment of the spine by manual or mechanical means unless related to surgery which is performed under general anesthesia [, limited to [\$50] per visit, up to a maximum of [5] visits ] . ]
[ Physical Therapy rendered by a: • Hospital[, up to a maximum benefit of [\$70]; • Doctor[, up to a maximum benefit of [\$60]. [Limited to [\$60] for the first visit and [\$30] each visit thereafter, up to a maximum of [3] visits. ] ]
[ Registered Nurse expense [, limited to a maximum of [\$200] ]. ]
[ Assistant surgeon expense[, limited to 25% of the surgeon's fee ]. ]
[ Hospice Care expense [, limited to a maximum of [\$625] ]. ]
[ Re-aggravation or reinjury of a Pre-existing Condition [, limited to a maximum of [\$1,000] ]. ]
[Treatment of heart and/or circulatory system resulting from participation in a Covered Activity [, limited to a maximum of [\$1,000] ]. ]
[Treatment of repetitive motion Injuries, strains, hernia, tendinitis, bursitis and heat exhaustion not related to a specific Injury [, limited to a maximum of [\$1,000] ]. ]
[Extended dental expense[, up to a maximum benefit of [\$2,500] for: examination, diagnoses and x-ray; restorative treatment; endodontics; and oral surgery (not to include periodontics or orthodontics); up to [\$250] for dental prostheses toward the cost of a bridge, partial denture or denture, or for replacement in kind of previous dental repairs. If during the Benefit Period, the [Insured] [Covered Person] dentist certifies that treatment must be deferred, We will pay up to a maximum of [\$100] in lieu of all other dental benefits. ]

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## [ DISABILITY INCOME BENEFIT

<b>Disability Income Benefit</b> .....	[\$90.00] [week][month]
For any part of a Period of Disability that is less than a [full week, 1/7] [full month, 1/30] of the Disability Income Benefit will be paid for each day that the Insured is disabled.	
<b>Disability Income Maximum Benefit Period</b> .....	[52] weeks
<b>Elimination Period</b> .....	[10] days

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## [ SUPPLEMENTAL INDEMNITY BENEFIT

<b>Maximum Benefit Amount, Per Sickness</b> .....	[\$150]
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## [ HOSPITAL INDEMNITY BENEFIT

<b>Hospital Indemnity Benefit Amount</b> .....	[\$100] [\$200] [\$300] [Per Injury,] [Per day]
Up to .....	[30 – 100] days
per Injury	
<b>Hospital Indemnity Benefit Waiting Period</b> .....	[7-30] days

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## [ MEDICAL EVACUATION AND REPATRIATION BENEFIT

<b>Medical Evacuation</b> .....	[\$10,000]
<b>Repatriation</b> .....	[\$10,000]

AXXMERSOB100 ]

## [SURGICAL SCHEDULE

For any surgical operation or procedure not specifically named or excluded, We will pay an amount which shall be determined on the basis of the gravity and severity of the unnamed operation as compared to the below named operations, using the 1974 Revision of the May 10, 1969 Relative Value Studies published by the California Medical Association.

	<u>Unit Value</u>
Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and /or extremities (including hands and feet); 2.6 cm to 7.5 cm (12002) .....	0.65
Open treatment of nasal fracture; uncomplicated (21325) .....	2.7
Closed treatment of clavicular fracture; with manipulation (23505) .....	1.8
Closed treatment of humeral shaft fracture; with manipulation, with or without skeletal traction (24505) .....	3.3
Closed treatment of distal radial fracture (eg, Colles or Smith type) or epiphyseal separation, with or without fracture of ulnar styloid; with manipulation (25605) .....	2.7
Closed treatment of metacarpal fracture, single; with manipulation, each bone (26605) .....	1.6
Closed treatment of phalangeal shaft fracture, proximal or middle phalanx, finger or thumb; without manipulation, each (26720) .....	0.75
Closed treatment of femoral shaft fracture, with manipulation, with or without skin or skeletal traction (27502) .....	4.75
Closed treatment of tibial shaft fracture (with or without fibular fracture); with manipulation, with or without skeletal traction (27752) .....	4.0
Closed treatment of fracture great toe, phalanx or phalanges; with manipulation (28495) .....	0.7
Arthroscopy, knee, surgical, with meniscectomy (medial OR lateral, including any meniscal shaving) (29881) .....	10.0
Arthroscopically aided anterior cruciate ligament repair/ augmentation or reconstruction (29888) .....	17.0
Open treatment of acromioclavicular dislocation, acute or chronic; (23550) .....	8.0
Crainiectomy or craniotomy, exploratory; infratentorial (posterior fossa) (61305) ...	23.0
Repair, extensor tendon, finger, primary or secondary: with free graft (includes obtaining graft) each tendon (26420) .....	4.2
Open treatment and/or reduction of vertebral fracture(s) and/or dislocation(s), posterior approach, one fractured vertebrae or dislocated segment; lumbar (22325) .....	15.0

GGSOBXX500 ]

**National Guardian Life Insurance Company, Madison, WI 53701**

**Application for: ACCIDENT INSURANCE**

**NAME OF APPLICANT:** [Sample New State Test University]

**PROPOSED  
EFFECTIVE DATE:** [August 01, 2004]

**ADDRESS:** [Mr. Sample Sample, Ath. Dir.]  
# Sample St.  
Sample, IL 60000

**PROPOSED  
TERMINATION DATE:** [August 01, 2005]

✓ **Check Coverage Selected.**

**TOTAL PREMIUM:** [\$XX,XXX.XX]

<input type="checkbox"/> <b>All Sports Accident Coverage</b> All players will be covered for all sports.  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent: [%] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Football Premium: [ \$ ] All Other Sports Premium: [ \$ ]	<input type="checkbox"/> <b>Student Accident Coverage</b> All students enrolled at the school will be insured. All activities outlined in All Sports Accident Coverage are excluded from Student Accident Coverage.  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent [ %] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Student Accident Premium: [ \$ ]	<input type="checkbox"/> <b>Other Accident Coverage</b> All [students][members] enrolled will be covered while: _____  Qualifying Medical Maximum Amount: [ \$ ] Deductible: [ \$ ] [ Disappearing Deductible: ] [ No Other Insurance Deductible: ] Insured Percent [ % ] Maximum Benefit Amount: [ \$ ] Accidental Death Benefit: [ \$ ] Dismemberment Schedule: [ \$ ] Accident Premium: [ \$ ]
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**For all coverages, the Qualifying Medical Maximum Amount is the maximum amount of the sum of the benefits paid by Other Valid and Collectible Insurance or Plan plus Our benefits. The Qualifying Medical Maximum Amount is shown in the Schedule of Benefits.**

**[ Check Optional Coverages:**

- ☐ Off season physical conditioning for interscholastic sports. The "official season" for each specific covered sport is the period within the dates determined by the State High School Athletic Association for the practice and play of that sport. ]
- ☐ Heart and/or circulatory malfunction resulting from participation in a Covered Activity. ]
- ☐ Repetitive motion injuries, strains, hernia, tendinitis, and bursitis not related to a specific injury. ]
- ☐ Out of Network Option. ]
- ☐ Re-aggravation or reinjury of a Pre-existing Condition. ]
- ☐ Physiotherapy. ]
- ☐ Supplemental Indemnity Benefit. ]
- ☐ Accident Medical Expense Benefit Limitation. ]
- ☐ Supplemental Indemnity Benefit. ]
- ☐ Catastrophic Cash Benefit. ]
- ☐ Medical Evacuation and Repatriation Benefit. ]]

Coverage selected will become effective on the date shown above and final premium is to be paid upon receipt of an invoice for the required premium.

It is agreed that any claim form, if presented, will certify that the claimant was actually injured while playing, or practicing or attending school as a member of the policyholder.

Dated at [City, State], on [July 7, 2004].

Application made by: \_\_\_\_\_  
Name and Title

Agency: [Sample Agency,]  
By Mr. Sample  
Address: # Street  
City, State zip]

On behalf of: \_\_\_\_\_